

1985

Thomas W. Heal v. David F. Shamy and Sharon Shamy : Brief of Appellant

Utah Supreme Court

Follow this and additional works at: https://digitalcommons.law.byu.edu/byu_sc1



Part of the [Law Commons](#)

Original Brief Submitted to the Utah Supreme Court; digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, Brigham Young University, Provo, Utah; machine-generated OCR, may contain errors.

Stanford Nielson; Sutherland & Nielson; Attorneys for respondent.

Ted Boyer; Clyde and Pratt; Attorneys for Appellants.

Recommended Citation

Brief of Appellant, *Heal v. Shamy*, No. 198520880.00 (Utah Supreme Court, 1985).
https://digitalcommons.law.byu.edu/byu_sc1/626

This Brief of Appellant is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Supreme Court Briefs by an authorized administrator of BYU Law Digital Commons. Policies regarding these Utah briefs are available at http://digitalcommons.law.byu.edu/utah_court_briefs/policies.html. Please contact the Repository Manager at hunterlawlibrary@byu.edu with questions or feedback.

UTAH
DOCUMENT
KFU

45.9 Ted Boyer (0413)

.S9 CLYDE & PRATT 20880

DOCKET NO. 20880
Attorneys for Defendants/ Appellants
200 American Savings Plaza
77 West 200 South
Salt Lake City, Utah 84101
Telephone: (801) 322-2516

IN THE SUPREME COURT OF THE STATE OF UTAH

THOMAS W. HEAL,)	
)	
Plaintiff/Respondent)	
	)	SUPREME COURT NO. 20880
vs.)	
)	
DAVID F. SHAMY and SHARON)	
SHAMY,)	
)	
Defendants/Appellants.))	

BRIEF OF APPELLANT

APPEAL FROM DECISION RENDERED BY THE DISTRICT
COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, HONORABLE
HOMER F. WILKINSON, PRESIDING.

TED BOYER
CLYDE & PRATT
200 American Savings Plaza
77 West 200 South
Salt Lake City, Utah 84101
Attorneys for Defendants/
Appellants

* * * * *

Stanford Nielson, Esq.
SUTHERLAND & NIELSON
3670 Highland Drive
Salt Lake City, Utah 84117
Attorneys for Plaintiff/Respondent

NOV 5 1985

Ted Boyer (0413)
CLYDE & PRATT
Attorneys for Defendants/ Appellants
200 American Savings Plaza
77 West 200 South
Salt Lake City, Utah 84101
Telephone: (801) 322-2516

IN THE SUPREME COURT OF THE STATE OF UTAH

THOMAS W. HEAL,)	
)	
Plaintiff/Respondent)	
	)	SUPREME COURT NO. 20880
vs.)	
)	
DAVID F. SHAMY and SHARON)	
SHAMY,)	
)	
Defendants/Appellants.))	

BRIEF OF APPELLANT

APPEAL FROM DECISION RENDERED BY THE DISTRICT
COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, HONORABLE
HOMER F. WILKINSON, PRESIDING.

TED BOYER
CLYDE & PRATT
200 American Savings Plaza
77 West 200 South
Salt Lake City, Utah 84101
Attorneys for Defendants/
Appellants

* * * * *

Stanford Nielson, Esq.
SUTHERLAND & NIELSON
3670 Highland Drive
Salt Lake City, Utah 84117
Attorneys for Plaintiff/Respondent

TABLE OF CONTENTS

	<u>Page No.</u>
TABLE OF AUTHORITIES	iii
STATEMENT OF ISSUES FOR APPEAL	1
STATEMENT OF THE CASE	1
A. Nature of the Case.	1
B. Proceedings and Disposition of the District Court.	1
C. Statement of Facts.	2
SUMMARY OF ARGUMENT	5
ARGUMENT	5
I. THE DISTRICT COURT ERRED IN NOT ADMITTING INTO EVIDENCE THE CONTROVERTING AFFIDAVIT OF APPELLANTS	5
CONCLUSION	8
ADDENDUM	9
A. AFFIDAVIT OF DEFENDANT SHAMY IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT	10
B. AFFIDAVIT OF DAVID C. ANDERSON REGARDING SERVICE OF SHAMYS' CONTROVERTING AFFIDAVIT.	24
C. AFFIDAVIT OF DIANE ANDERSON REGARDING SERVICE OF SHAMYS' CONTROVERTING AFFIDAVIT . .	41

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page No.</u>
<u>Bowen v. Riverton City,</u> 656 P.2d 434 (Utah, 1982)	7
<u>Draper Bank and Trust Co. v. Lawson</u> 675 P.2d 1174 (Utah, 1983).	7
<u>Durham v. Margetts,</u> 571 P.2d 1335 (Utah, 1977).	7
 <u>Rules</u>	
<u>Utah Rules of Civil Procedure</u> Rule 56(c)	5,6,8
<u>Supplementary Rules of Practice for the Third Judicial District</u> Rule 2(e)	5,6

STATEMENT OF ISSUES FOR APPEAL

I.

Whether the District Court erred in not admitting into evidence the controverting affidavit of Appellants.

STATEMENT OF THE CASE

A. NATURE OF THE CASE:

This is an action filed by Respondent seeking restitution of real property under unlawful detainer, damages for waste and damages for breach of contract. Subsequent to the filing of this appeal, Defendants have filed an Amended Answer and Counterclaims seeking damages for unjust enrichment, breach of contract and misrepresentation and for set-offs for improvements made to the real property.

B. PROCEEDINGS AND DISPOSITION OF THE DISTRICT COURT:

This is an appeal from an Amended Partial Summary Judgment rendered August 15, 1985 by the Honorable Homer F. Wilkinson, District Judge in favor of Respondent on his first cause of action for \$6,041.53 plus interest of \$177.12. The Amended Partial Summary Judgment was certified as final pursuant to Rule 54(b) of the Utah Rules of Civil Procedure.

Appellants filed their Notice of Appeal on September 5, 1985.

C. STATEMENT OF FACTS:

Respondent Heal and Appellants Shamy have been social acquaintances for a number of years. In approximately January of 1984, Heal approached Shamys for a lease form he could use to lease his residence which property is the subject of this action. The property had been listed for sale for some time at a selling price of \$167,500.00 but was not sold. (Addendum A, p. 10.)

Shamys indicated that they might be interested in purchasing the home, inspected it and gave Heal a \$2,000.00 good faith deposit on the purchase of the home.

Heal is a professional appraiser and represented to Shamys that the property was worth \$160,000.00. (Addendum A, p. 11.) It was subsequently agreed between the parties that Shamys would purchase the home for the sum of \$160,000.00. (Addendum A, p. 10.)

Heal did not wish to sell the property at that time because of the real estate listing. Heal desired to avoid paying the realtor's commission and suggested that Shamys enter into a lease agreement with the understanding that upon expiration of the listing agreement Shamys would purchase the property for the sum of \$160,000.00 less the \$2,000.00 deposit. It was agreed further that the rental payments, which would be equal to the payments on the first and second mortgage on the property would be applied toward the purchase price. (Addendum A, p. 10.)

Based on the agreements and understanding between the parties, and while Heal and his family occupied the subject property, Shamys commenced cleaning and repainting the property. Shamys removed old wallpaper and were assisted in the task by Heal's children who were living in the home at the time. (Addendum A, p. 11.)

Shamys subsequently learned that Heal had misrepresented the value of the home and that the true value of the home was \$152,400.00 not \$160,000.00 as represented by Heal. At that point in time, Heal agreed to sell the home on the same terms and conditions as previously agreed but for the sum of \$152,400.00. (Addendum A, p. 13.) Heal or his agent instructed Utah Title to prepare closing documents for the closing of the sale. At the appointed time, Shamys went to Utah Title and Abstract and signed all of the closing documents. (Addendum A, p. 14, 22.)

After the closing and believing they had purchased the property, Shamys continued to improve the home. In addition to removing old wallpaper and repainting, Shamys varnished the wood floors, cleaned the basement and the garage, painted the doors and closets and finished the basement by installing partition walls, sheetrock, paint, carpeting, wallcovering, etc. The total value of the improvements made by Shamys to the property is \$13,676.06. (Addendum A, pp. 12, 13.)

During the installation of the improvements, Heal inspected the progress and indicated his pleasure and approval at the improvements being made by Shamys.

In spite of the agreement between the parties, Heal failed and refused to execute the closing documents at Utah Title Company but rather commenced this unlawful detainer action. Shamys were forced to find another home and Heal retained the \$2,000.00 earnest money, the improvements installed by Shamys to the property and other payments made on behalf of Heal by Shamys. (Addendum A, pp. 13, 15.)

After the case was at issue, Heal filed a Motion for Summary Judgment at a time when the Shamys were out of the State of Utah. Upon returning to Salt Lake City, Utah, Shamys prepared and served upon Heal a controverting affidavit. The following day at the hearing on Heal's Motion for Summary Judgment, the trial court refused to accept the controverting affidavit even though it had been served the day before the hearing as provided by local rule. (Addendum B, p.24; Addendum C, p. 41.)

On February 22, 1985, the trial court granted Partial Summary Judgment to Heal. The trial court's Minute Entry indicates that Heal was awarded a judgment in the sum of \$3,314.00 relative to the unlawful detainer and indicated that the matter of attorney's fees was reserved. (Record, p. 58.)

On February 22, 1985, the trial court issued its Order prepared by Heal's counsel, granting judgment in favor of Heal in

the sum of \$6,041.53 plus prejudgment interest in the sum of \$177.12. (Record pp. 62-63.) Several garnishments were issued and collected under the original Partial Summary Judgment. On August 15, 1985, the trial court signed an Amended Partial Summary Judgment and subsequently signed Amended Findings of Fact. (Record p. 225.) Portions of the original Summary Judgment were deleted but the judgment of \$6,041.53 plus prejudgment interest of \$177.12 remained in place.

SUMMARY OF ARGUMENT

I. The trial court should have admitted the Shamys' controverting affidavit. Rule 56(c) of the Utah Rules of Civil Procedure states that an adverse party to a summary judgment motion may serve opposing affidavits prior to the day of hearing. Rule 2(e) of the Third District Rules of Practice supports that requirement. In this case the controverting affidavit was served upon the adverse party the day before hearing. Had the controverting affidavit been admitted into evidence, it would have established genuine issues of material fact relating to Plaintiff's claims rendering summary judgment inappropriate.

ARGUMENT

I. THE DISTRICT COURT ERRED IN NOT ADMITTING INTO EVIDENCE THE CONTROVERTING AFFIDAVIT OF APPELLANTS.

Rule 56(c) of the Utah Rules of Civil Procedure permits an adverse party to file affidavits opposing a Motion for Summary

Judgment prior to the day of hearing. The literal interpretation of that language would permit the filing of controverting affidavits by an adverse party any time prior to the day of hearing.

Rule 2(e) of the Supplementary Rules of Practice for the Third Judicial District reaffirm that controverting affidavits must be filed within the time required by the Utah Rules of Civil Procedure. In the instant case, Rule 56(c) of the Utah Rules of Civil Procedure controls.

In this case, Shamys' controverting affidavit was served upon Heal the day before Heal's Motion for Summary Judgment. (Addendum C, p. 41.) The reason for the late filing was the fact that Shamys had been out of the State of Utah and were forced to respond to the Motion for Summary Judgment on very short notice.

The failure of the trial court to admit into evidence Shamys' controverting affidavit was critical, even fatal, to their legal position. Had the affidavit been entered into evidence, it would have established a number of genuine issues of material fact which would have precluded the entry of Partial Summary Judgment. Rule 56(c) of the Utah Rules of Civil Procedure provides that summary judgment may be rendered only if ". . . the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

The standard of Appellant's review of a summary judgment requires that the evidence including affidavits, and all reasonable inferences drawn therefrom, be construed in a light most favorable to the opposing party. Bowen v. Riverton City, 656 P.2d 434 (Utah 1982); Draper Bank and Trust Co. v. Lawson, 675 P.2d 1174 (Utah 1983); Durham v. Margetts, 571 P.2d 1332 (Utah 1977).

Shamys' controverting affidavit showed that the rental agreement on which Heal sought relief was in reality not a rental agreement but rather a purchase agreement disguised as a rental agreement. The affidavit explains that the reason the rental agreement was written and the purchase agreement was verbal was because Heal wished to avoid paying a real estate commission on the property which had been listed with a realtor. The affidavit demonstrates that the Shamys made extensive improvements and renovations to the subject property expending labor valued at \$5,494.93, contributing materials in the sum of \$3,910.13 plus additional payments made by Shamys to or for the benefit of Heal in the sum of \$4,271.00. The affidavit further demonstrates that the improvements and renovation was commenced during a time when Heal still resided in the subject property and the remaining improvements and renovations were inspected by and approved by Heal. The affidavit demonstrates that Shamys were ready, willing and able to purchase the property for the agreed upon price of \$152,400.00 and in fact went to Utah Title and Abstract and

signed the closing documents. The affidavit demonstrates that thereafter the Shamys continued to improve the subject real property and it was not until the improvements and renovations were completed that Heal informed them that he would not sell the property to them notwithstanding the prior agreement. (Addendum A, pp. 10-18.)

The affidavit placed into question the issue of whether or not Shamys were entitled to set-off against any rental amounts that might be owing, the value of payments and improvements made to the home.


In summary, Shamys' controverting affidavit was timely served on the opposing party and should have been admitted into evidence. Had it been admitted into evidence, it would have raised a substantial number of genuine issues of material fact which, pursuant to Rule 56 of the Utah Rules of Civil Procedure, would have precluded the entry of Partial Summary Judgment.

CONCLUSION

Shamys' controverting affidavit should have been admitted into evidence at the hearing on Heal's Motion for Summary Judgment. It was timely served and in proper form and contained information relevant to the issues before the Court. Had the affidavit been admitted into evidence, there would have been placed into question, significant issues of material fact. In general terms, the affidavit explains the relationship between the parties and demonstrates that the relationship between the

parties was not one of lessor/lessee but rather of seller and purchaser. The affidavit contained further information relating to the Shamys' right to set-off for improvements and renovations made to the subject property and monies paid for the benefit of the Heal. The Summary Judgment should be set aside, the garnishment proceeds should be returned and the case remanded for a full hearing on all of the issues presented in the Plaintiff's Amended Complaint and Shamys' Amended Answer and Counterclaims.

Respectfully submitted this 31st day of October, 1985.



Ted Boyer
Clyde & Pratt
Attorneys for Defendants/Appellants

CERTIFICATE OF DELIVERY

I hereby certify that four (4) copies of the foregoing Brief of Appellant were served upon counsel for Respondent at the offices of Stanford Nielson, Sutherland & Nielson, 3760 Highland Drive, Salt Lake City, Utah 84117 by hand delivery on the ____ day of November, 1985.

ADDENDUM "A"

David C. Anderson
Atkin & Anderson
Attorneys for Defendant
185 South State Street
Salt Lake City, Utah 84111
(801) 364-2840

IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

THOMAS W. HEAL,)
)
Plaintiff,) AFFIDAVIT IN OPPOSITION
) TO MOTION FOR SUMMARY
vs.) JUDGMENT
)
DAVID F. SHAMY and) Civil No. C84-4438
SHARON K. SHAMY,)
)
Defendants.)

COUNTY OF SALT LAKE :
SS.
STATE OF UTAH :

Comes now one of the above named Defendants and hereby
provides this Affidavit in opposition to the pending Motion for
Summary Judgment and submits the following:

1. We have known the Plaintiff for a significant period
of time.

2. Plaintiffs had previously listed the residence in question for \$167,500.00 and were unable to sell the property at that price.

3. During the listing it was discussed between ourselves and Plaintiff that we would be willing to move into the residence with the further understanding that if the home was not sold during the listing period that we would agree to purchase the property for the appraised price thereof, the Defendant representing that value to be \$160,000.00

4. We further understood and agreed that there was little liklihood that the home would be sold since it had been listed for a period of time and no apparent purchasers were anticipated.

5. The Plaintiff desired to avoid the payment of a realtor's commission and hence, the entering into the rental agreement with the understanding that all payments made under the rental agreement would count toward our purchase of the home.

6. Without the understanding of our right to purchase, we would not have proceeded with the material improvements, which we did.

7. The Plaintiff was a real estate appraiser, and therefore, we relied upon his representations that the \$160,000.00 was the fair appraised price, which we later learned was inaccurate.

8. We relied upon the representations of the Plaintiff pertaining to the appraised value of the home.

9. As a consequence of our understanding of purchase, we were afforded the opportunity to commence renovation before the Plaintiffs moved from the residence, in the form of repapering the living room. The Plaintiff's children actually helped us in removing the old wallpaper.

10. Also, in furtherance of our understanding we commenced the completion of two rooms in the basement and other renovation work which entailed our expenditure of the following time in addition to the payment of the sums set forth below:

Remove wall paper from living room	24 hours
Replace Wallpaper in living room	4 hours
Painting of living room	2 hours
Varnish Wood Floor in entry	6 hours
Dining Room Wallpaper removed	2 hours
Cleaning of basement & garage	3 hours
Painting of doors, closet, & touch up throughout	4 hours
Painting of Downstairs (2 rooms)	8 hours
Wallpaper Downstairs	4 hours

11. The following sums were expended in moving to the residence and then moving from the residence, which would not have been incurred or needed had we not had an understanding to purchase the property at the fair market value:

Bob Harrington:	16 hours	\$ 160.00
Melvin Ward:	4 hours; use of van	170.00
Steve Pozluzni:	8 hours; use of truck	200.00
Mike Bennett:	2 hours; use of truck	20.00
Sheila Ward:	45 hours	180.00
Mike Helgesen:	4 hours	16.00
Lyndon Shamy:	120 hours	2,400.00
Truck Rental		130.18
Babysitter expense		224.75
Packing, cleaning, and movers		1,927.78
Miscellaneous expense		66.22
TOTAL		<u>\$5,494.93</u>

12. We have made payments to the Plaintiffs which total \$3,479.00 plus a direct payment on their mortgage of \$792.00 or a total of \$4,271.00.

13. We have bettered the property through the construction work described as follows:

Cleaning living room draperies	\$ 56.84
Wall paper supplies	18.44
Painting supplies	396.24
Wall paper	243.39
Carpet	431.97
Labor	133.50
Insulation (materials only)	95.07
Painting labor	50.00
Appraisal cost	125.00
Electrical	175.00

Framing	539.80
Sheetrock labor	430.00
Supplies	148.88
Drywall	250.00
Carpet deposit for downstairs	300.00
Electrical fixtures	96.00
Paint cost	420.00
 TOTAL	 <u>\$3,910.13</u>

14. We caused to be performed a residential appraisal report, a copy of which is hereto attached designated Exhibit "A", which indicates the fair market value of \$152,400.00.

15. Based upon the appraisal, Exhibit "A", the Defendant did consent and agree to sell the property for \$152,400. We relied upon his verbal commitment and proceeded to continue to expend significant sums on the betterment of the property. The greatest portion of the sums disclosed above were expended after this renewed commitment by the Plaintiff.

16. After we had signed the closing documents at Utah Title and Abstract, additional time passed and thereupon we were informed that the Plaintiff would not sell the residence and we proceeded to find another home.

17. The Defendant, after committing to sell the home to us at this appraised value of \$152,400.00, knew that we were continuing to expend our time and significant

amount of cash in the betterment of the property and did not disclose his true intent until after significant improvements had occurred.

18. Through the Plaintiff's intentional acts we have suffered a significant loss, as herein set forth.

19. At the time we executed the documents at Utah Title, we were ready, willing, and able to fully perform under the agreement. That is, to purchase the property for \$152,400.00 as disclosed in the closing documents, copies of which are attached hereto as Exhibit "B".

20. We have been injured in that we moved from our prior residence to the residence owned by the Plaintiff, and then were forced to move again from that residence, both moves being required by the acts and conduct of the Plaintiff, which was wrongful and injurious to us.

21. We significantly bettered the subject property through our construction efforts in the basement, renovation of the main floor and significant cleaning when we left. That is, we left the property in a much cleaner condition in all respects than when we took occupancy.

22. We were ready, willing, and able to purchase the property as agreed, at the appraised price by paying the Plaintiffs their cash equity and assuming the underlying first and second trust deeds on the property.

23. The Plaintiffs operated in bad faith in permitting us to proceed with the renovation, in conformity with our understanding, and were not willing to abide by the purchase agreement at the fair value of the property, the appraised value.

24. During the time we occupied the residence we expended additional sums by way of yard maintenance, spraying for insects, and in other ways taking appropriate and necessary action in the maintenance and preservation of the property.

25. We feel we have a just defense and further assert that our claims against the Plaintiffs are significant and that we desire to assert by way of counterclaim these damages.

Dated this _____ day of January, 1985.

AFFIANT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this _____ day of
January, 1985.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My commission expires:

DD3/67

Property Address 2657 E. Willow Bend Drive (8860 Sq.) City Sandy County Salt Lake State Utah Zip Code 84070
Legal Description All of Lot 138 Willow Wick Estates #6 Subdivision
Sale Price \$ NA Date of Sale NA Loan Term yrs Property Rights Appraised Fee Leasehold De Minimis PL
Actual Real Estate Taxes \$ 1192 Yrly Loan charges to be paid by seller \$ Other sales concessions
Lender/Client David Shamy Address 3657 E. Willow Bend Drive, Sandy, Utah
Occupant Shamy Appraiser Michael Rodell, SIA Instructions to Appraiser

Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Over Supply
Marketing Time Under 3 Mos 4-6 Mos Over 6 Mos
Present Land Use % Family % 2-4 Family % Apts % Condo % Commercial
Change in Present Land Use Not Likely Likely Taking Place
Predominant Occupancy Owner Tenant Vacant
Single Family Price Range \$ 115,000 to \$ 185,000 Predominant Value \$ 145,000
Single Family Age yrs to 7 yrs Predominant Age 6 yrs

Note: FHLMC/FNMA do not consider race or the racial composition of the neighborhood to be reliable appraisal factors.
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located in a custom home subdivision high on the Sandy Bayh. All of the homes are custom built and there is a wide variety of top quality materials and floor plans in the neighborhood which makes for high appeal and good resale value. The nearest elementary school is 3 blks. to the N.W. All other school levels are within 1/2 mile. Shopping is approx 8-10 blks. directly south at the Canyon Center. Downtown S.L.C. is 14 mi. to the N.W.

Dimensions 87.57x152.46x89.76x193.24 15,326 Sq. Ft. or Acres Corner Lot
Zoning classification R-1-8 Present improvements do do not conform to zoning regulation
Highest and best use Present use Other (Specify)
Public Other (Describe) OFF SITE IMPROVEMENTS Topo slopes to the north
Elec (X) Street Access (X) Public Private Size 352 acre lot
Gas (X) Surface asphalt Shape irregular
Water (X) Maintenance (X) Public Private View good
San Sewer (X) Storm Sewer (X) Curb/Gutter Drainage good
(X) Underground Elect. & Tel (X) Sidewalk Street Lights
Is the property located in a HUD identified Special Flood Hazard Area? No

Existing Proposed Under Const No. Units 1 Type (det, duplex, semi-det, etc.) Design (rambler, split level, etc.) Exterior Walls
Yrs. Age Actual 6-7 Effective 5 to 6 No. Stories 1 detached rambler by & alum. siding
Roof Material asphalt shingles Gutters & Downspouts None Window (Type) thermo Insulation None Flo
Manufactured Housing no 100% Basement Floor Drain Finished Ceiling painted sheetrock
Foundation Walls concrete Outside Entrance Sump Pump Finished Walls painted sheetrock
Slab on Grade Crawl Space Concrete Floor 10% Finished Finished Floor carpet
Comments Quality of basement finish is good.

Room List	Foyer	Living	Dining	Kitchen	Den	Family Rm	Rec Rm	Bedrooms	No. Baths	Laundry	Other
Basement					X			2 RI			
1st Level	X	X	X	X		X		3	2 1/2		
2nd Level											

Finished area above grade contains a total of 7 rooms 3 bedrooms 2 1/2 baths. Gross Living Area 2194 sq. ft. Bsmt Area 2194 sq
Kitchen Equipment Refrigerator Range/Oven Disposal Dishwasher Fan/Hood Compactor Washer Dryer
HEAT Type FWA Fuel gas Cond good AIR COND Central Other Adequate Inadequate
Floors Hardwood Carpet Over underlayment
Walls Drywall Plaster
Trim/Finish Good Average Fair Poor
Bath Floor Ceramic Linoleum & carpet
Bath Wainscot Ceramic
Special Features (including energy efficient items) Thermo windows, R-19 walls, R-30 ceilings, 2 bay windows, sunken livingroom, walltex throughout, humidifier
ATTIC Yes No Stairway Drop stair Scuttle Floored
Finished (Describe) Heated
CAR STORAGE Garage Built in Attached Detached Car Port
No Cars 2 Adequate Inadequate Condition good
Quality of Construction (Materials & Finish)
Condition of Improvements
Room sizes and layout
Closets and Storage
Insulation-adequacy
Plumbing-adequacy and condition
Electrical-adequacy and condition
Kitchen Cabinets-adequacy and condition
Compatibility to Neighborhood
Overall Livability
Appeal and Marketability
*Yrs Est Remaining Economic Life 55 to 60 Explain item then Loan Ter
FIREPLACES, PATIOS, POOL, FENCES, etc (describe) fireplace in familyroom, 1 fireplace in master bedroom, fully landscaped with railroad ties, automatic sprinkling system, fenced rear yard
COMMENTS (including functional or physical inadequacies, repairs needed, modernization, etc) electronic air filter, Jenn Air oven and oven, finished garage, chrome garage door opener, attic fan, central vacuum sys, oak rail, a black counter tops, 6 tile glass tile, 60 kitchen, wired for

Measurements				No. Stories	Sq. Ft.	ESTIMATED REPRODUCTION COST - NEW - OF IMPROVEMENTS				
8	x	14	x	1	=	112	Dwelling	2194	Sq. Ft. @ \$ 42.40	= \$ 93,000
26.6	x	67	x	1	=	1775		275	Sq. Ft. @ \$ 9.60	= 2,640
6	x	44.5	x	1	=	267	Extras	central air cond.		2,000
2	x	10	x	2	=	40		vacuum, elec. air humid.		1,500
	x		x		=		Special Energy Efficient Items			
	x		x		=		Porches, Patios, etc.	deck, patio		2,600
Total Gross Living Area (List in Market Data Analysis below)						2194	Garage/Car Port	540	Sq. Ft. @ \$ 9.24	= 4,992
Comment on functional and economic obsolescence:						none	Site Improvements (driveway, landscaping, etc.)			12,500
							Total Estimated Cost New			\$ 119,332
							Physical	Functional	Economic	
							Less			
							Depreciation \$ 5369	\$ --	\$ --	= \$ 5,369
							Depreciated value of improvements			\$ 114,000
							ESTIMATED LAND VALUE			\$ 38,000
							(If leasehold, show only leasehold value)			
							INDICATED VALUE BY COST APPROACH			\$ 152,000

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	2647 Willow Bend Se. (8800 So.)	9053 So. Cheshire Cr. (2350 E.)		3348 E. 8125 So.		8710 S. Sugarloaf (2400 E.)	
Proximity to Subj.		5 blocks southwest		14 blocks northeast		3 blocks southwest	
Sales Price	\$ na	\$ 153,000		\$ 156,500		\$ 140,000	
Price/Living area	\$ na	\$ 78.46		\$ 80.83		\$ 71.98	
Data Source	na	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	Adj.	DESCRIPTION	Adjustment	DESCRIPTION	Adj.
	na	2/10/84		2/17/84		11/11/83	
Location	good	good		good		good	
Site/View	.352 acre	.21 acre +5000		.25 acre +5000		.30 acre +3000	
Design and Appeal	rambler/good	rambler/good		Cont. rambler		rambler/ave.	
Quality of Const.	brick/alum.	brick/frame		brick/stone		BV/stucco	
Age	5-6 years	new -6000		2 years -4000		6 years	
Condition	good	superior -5000		superior -3000		good	
Living Area Room	Total: B-rms: Baths:	Total: B-rms: Baths:		Total: B-rms: Baths:		Total: B-rms: Baths:	
Count and Total	7: 3: 2:	5: 3: 2: +700		6: 1: 1: +1400		5: 3: 2: +700	
Gross Living Area	2194 Sq.Ft.	1950 Sq.Ft. +5000		1930 Sq.Ft. +5000		1945 Sq.Ft. +500	
Basement & Bsmt.	2194 sq.ft. 10%	1950 Sq.Ft.		1800 sq.ft. 100% fin.		1949 sq.ft. 90% fin.	
Finished Rooms	den, 2BR bdr.	no finish +2000		4bdr, 2bath, rec -15,000		4bdr, bath, rec -10,000	
Functional Utility	good	good		average +3000		good	
Air Conditioning	central	none +2000		swamp +1000		central	
Garage/Car Port	2 car garage	2 car garage		2 car garage		2 car garage	
Porch, Patio, Pools, etc.	cov. porch full Ldsp.	porch, deck -2000 Inf. Ldsp. +8000		porch, patio ave. Ldsp +2000		porch, patio ave. Ldsp +2000	
Special Energy Efficient Items	thermopane central vac. walltexing	thermopane central vac. walltexing		thermopane central vac. walltexing		thermopane central vac. walltexing	
Other (e.g. fire- places, kitchen equip., remodeling)	2 fireplaces ro, dis, dw, fh	1 fireplace -1000 ro, dis, dw, fh		2 fireplaces ro, dis, dw, fh		2 fireplaces ro, dis, dw, fh, micro	
Sales or Financing Concessions		VA -4000		assumption		conventional	
Net Adj. (Total)		X Plus <input type="checkbox"/> Minus \$ 4700		<input type="checkbox"/> Plus X Minus \$ 4100		X Plus <input type="checkbox"/> Minus \$ 4700	
Indicated Value of Subject		\$ 157,700		\$ 152,400		\$ 144,000	

Comments on Market Data The appraiser was able to locate comp. #1 And #3 in the immediate neighborhood. Comp. #2 is 1 to 2 mi. from the subject property. Due to the size of the subject property and the limited number of sales in the immediate neighborhood, the appraiser was forced to select comp. #2 from a competing neighborhood to the north and east.*

INDICATED VALUE BY MARKET DATA APPROACH \$ 152.40

INDICATED VALUE BY INCOME APPROACH (If applicable) Economic Market Rent \$ _____ /Mo. x Gross Rent Multiplier _____ = \$ NA
 This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, or conditions listed below ☐ completion per plans and specifications

Comments and Conditions of Appraisal: #All 3 homes are ranchers, similar in age to the subject property. After making appropriate market adjustments for age, land size and value, additional amenities; more weight was given to the adjusted value of comp. #2.

Final Reconciliation: The cost approach is \$152,000, the market approach is \$152,400; more weight is given to the market approach.

Construction Warranty ☐ Yes ☒ No Name of Warranty Program NA Warranty Coverage Expires _____

This appraisal is based upon the above requirements, the certification, contingent and listing conditions, and Market Value definition that are stated in

☒ FHLMC Form 439 (Rev. 10/78)/FNMA Form 1004B (Rev. 10/78) filed with client 19 ☒ attached

ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 4/11/84 19 in the \$ 152,400

ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 4/11/04 (b) to be \$

Appraiser(s) _____ Review Address (if applicable) _____

[illegible]

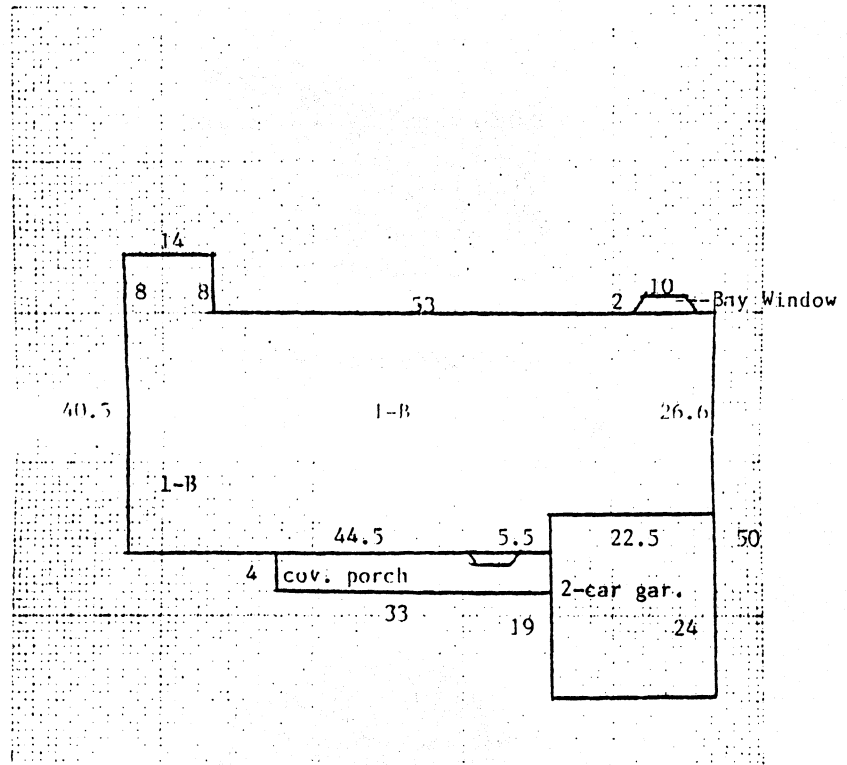
SUBJECT PROPERTY

Name David Shamy

Address 2657 E. Willow Bend Drive (8860 So.)

Sandy, Utah 84070

EXTERIOR BUILDING SKETCH

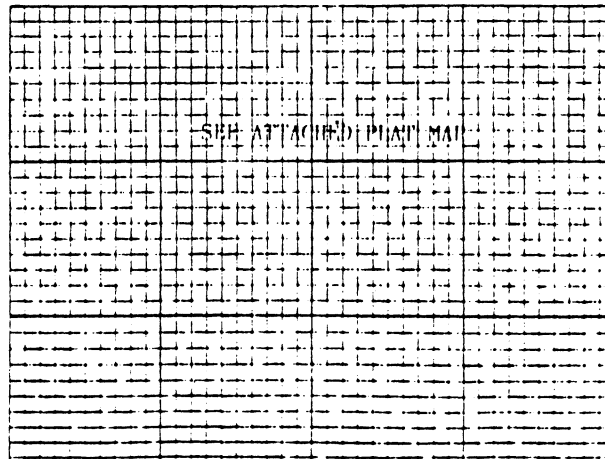


LOCATION MAP

Nearest Intersection is 1/3 block to the southwest from the Subject

Distance to Major Traffic Arteries 3 1/2 miles to the northwest

Location of Favorable or Detrimental Cond. Willow Creek Country Club, 3 miles to the northeast



DAVID SHAMY
2657 E. Willow Bend Driv
Sandy, Utah 84070



FRONT SCENE



REAR SCENE

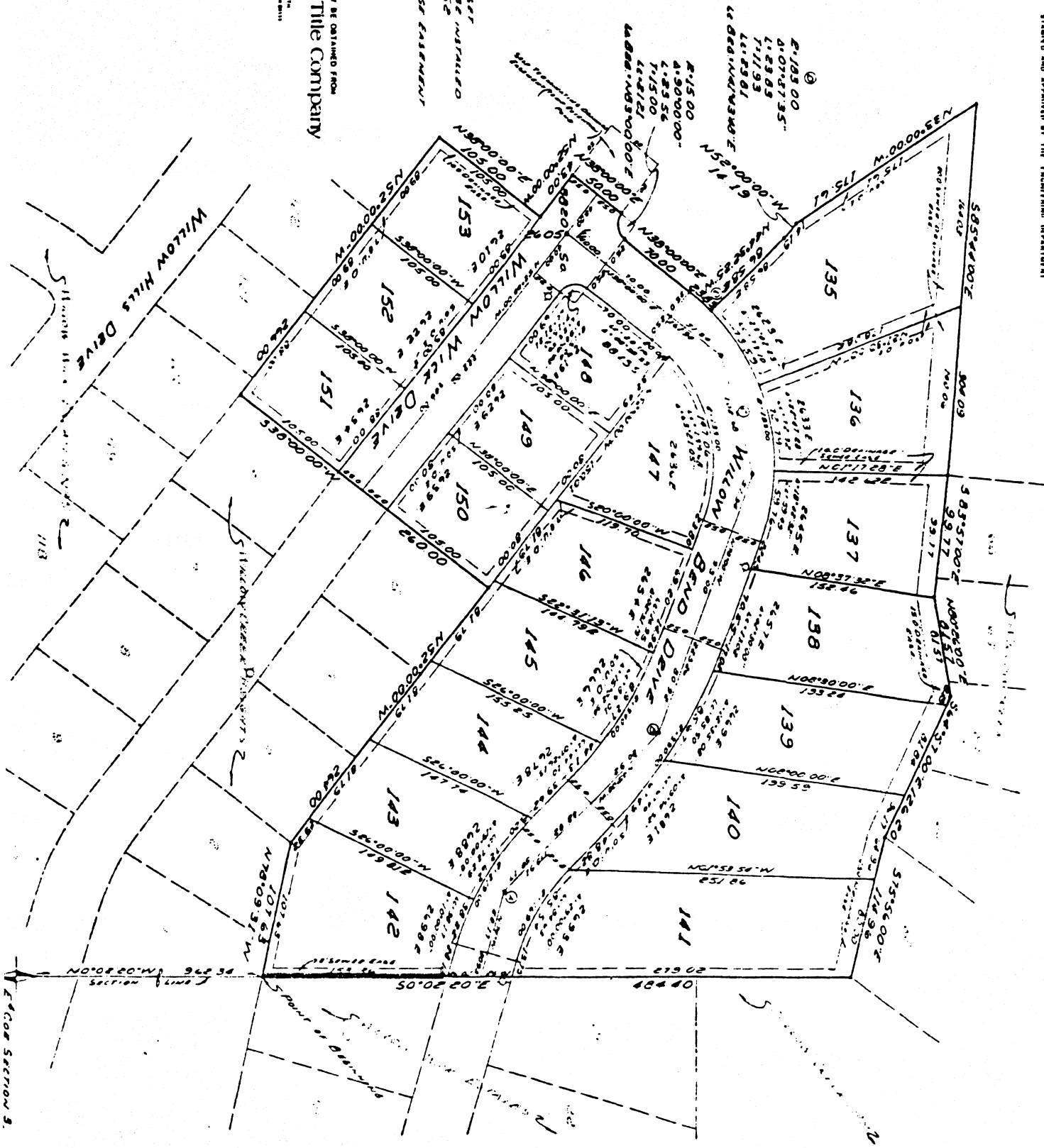


STREET SCENE

BAIT (AND BAIT & CATCHMAN)



ADDITIONAL COPIES MAY BE OBTAINED FROM
Security Title Company



355-7533
629 East 400 South
Salt Lake City, Utah 84107

CLOSING STATEMENT

Our File No. T 94507

1--Seller Thomas W. Heald Address 14508 PARK Lake Court
Sandra R. Heald Dallas, Texas Phone

2--Buyer David F. Shamy Address 2657 Willow Bend Drive
Sharon Kay Shamy Phone 943-4465

3--Property Lot 138 Willow Wick Estate Type Single Family dwelling
Description No. 6 Address 2657 Willow Bend Drive

4--Offer date 2/10/84 Closing date 5/4/84 Possession date 3/1/84 Title Insurance

	CREDIT TO BUYER	CREDIT TO SELLER
5--Sale price		152,400.00
6--Earnest money held by Seller (See line 35)	2,000.00	
7--Mtg./TD/Contract First Security 3/1	71,917.13	
8--Interest % from to		
9--Tax No. 35E0512-003 19 84 \$ 1235.53 from 1/1/84 to 3/1/84	203.40	
10--Prorated Ins. \$, Prem. \$, Exp. Term		
11--Co. Policy No.		
12--Agent Address		
13--FHA-MIP Insurance Premium (Due)		
14--Reserves for Taxes and Insurance held by Lender		760.82
15--Prorated Rents		
16-- Tracy Collins	47,306.36	
17--		
18--		
19--		
20--Totals	121,426.89	153,160.82
21--Balance due Seller (Enter on lines 23 and 31)	31,733.93	
22--Totals (Must balance)	153,160.82	153,160.82

BUYER'S STATEMENT

	DEBIT	CREDIT
23--Balance due seller as shown on line 21	31,733.93	
24--To record deed from seller to buyer	7.00	
25--Examining title or abstract		
26--Closing Fee Due Utah Title Co.	60.00	
27--Loan Transfer Fee		
28--		
29--		
30--		
31--		
32--Total balance due from buyer (Totals of lines 23 thru 31, enter as Credit)		31,800.93
33--Totals (Must Balance)	31,800.93	31,800.93

SELLER'S STATEMENT

	DEBIT	CREDIT
34--Due Seller from Buyer (from Line 21)		31,733.93
35--Earnest Money or Escrowed Funds due Seller (from Line 6)		
36--Continuing Abstract or Title Policy	594.00	
37--Closing Fee Due Utah Title Co.	60.00	
38--Real Estate Commission		
39-- Commercial Security		
40-- Recording	21.00	
41-- Knight Adjustment Bureau	393.79	
42-- May 1st payments on First Security and Tracy Collins	1,479.00	
43--		
44--		
45--		
46--		
47--Totals		31,733.92
48--Check for balance to seller		
49--Totals (Debit and Credit must balance)	31,733.92	31,733.92

The undersigned Buyer and Seller hereby approve the foregoing statement and authorize Utah Title & Abstract Co., to complete the transaction in accordance herewith. All instruments may be delivered or recorded and funds disbursed. The undersigned Seller represents that all liens and encumbrances against said property have been considered as part of the settlement.

BUYER *[Signature]* SELLER *[Signature]*
BUYER, *[Signature]* SELLER, *[Signature]*

NOTE: THE PARTIES UNDERSTAND THAT THEY WILL HAVE ALL UTILITIES READ AND

CAUTION: READ BEFORE YOU SIGN

ALL DOCUMENTS EXECUTED IN CONNECTION WITH REAL ESTATE CLOSINGS HAVE LEGAL IMPLICATIONS AND IF YOU DO NOT UNDERSTAND SUCH IMPLICATIONS, SEEK LEGAL ADVICE BEFORE YOU SIGN THIS OR ANY OTHER DOCUMENT CONNECTED WITH THIS TRANSACTION.

1 TITLE COMMITMENT RECEIPT

The undersigned hereby acknowledge that they have received and reviewed Safeco's Commitment For Title Insurance issued by Utah Title and Abstract Company as Order No. T-94507 bearing an effective date of February 3, 1984 and hereby agree that all Exceptions appearing in Schedule B-2 of said Commitment (and all other matters which are caused by the undersigned BUYERS to come of record between the effective date of the above said Commitment and effective date of the Owner's Policy of Title Insurance) shall appear in Schedule B of the Owner's Title Insurance Policy to be issued by Safeco through Utah Title and Abstract Company subsequent to closing. EXCEPT Exception Nos. #9, #10, #11 which will be deleted.

2 PROPERTY TAX AGREEMENT

BUYERS and SELLERS understand and agree that taxes for the current year on the property which is the subject of this closing:

- a Have not been prorated and will be prorated by the parties when due.
- b Have been prorated on an estimate of \$ 12,354.53 for the year 1984 and are to be considered a final statement.
- c Have been prorated on an estimate of \$ for the year and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.
- d Have been prorated on the basis of the previous year's taxes and are to be considered a final settlement.
- e Have been prorated on the basis of the previous year's taxes and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.

3 FIRE AND CASUALTY INSURANCE AND LIABILITY INSURANCE WHEN APPLICABLE

~~XX~~ A The undersigned BUYERS have agreed to purchase fire and casualty insurance (and liability insurance, cross out if not applicable) but have not yet provided either the SELLERS or Utah Title and Abstract Company with evidence that the insurance is in effect. Therefore, Utah Title and Abstract Company makes no representation as to the existence of any insurance policies or the nature of coverage provided under such policies, should they exist. BUYERS and SELLERS agree to hold Utah Title and Abstract Company harmless for any damages they or their assigns or heirs may sustain in connection with the question of existence or adequacy of fire and casualty insurance, and liability insurance, cross out if not applicable. Utah Title and Abstract Company has explained to both BUYERS and SELLERS that it is BUYERS' responsibility to provide said insurance coverage.

B As set forth in the Earnest Money Agreement and Offer to Purchase furnished to Utah Title and Abstract Company, BUYERS have agreed to the proration of insurance values as of the date of possession of the property purchased. For your information, this insurance is described as follows:

Insurance Company
Agent
Agent's Address
Policy No.
Amount of Policy
Premium
Expiration Date

Utah Title and Abstract Company makes no representation as to the nature of the coverage provided under said policy. BUYERS should, at their earliest convenience, plan to discuss the coverage which they need with the insurance agent listed above, or some other qualified advisor.

THE BUYERS AND SELLERS REPRESENT THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE, EXCEPT SUCH PARAGRAPHS IF ANY, THAT MAY BE CLEARLY MARKED NOT APPLICABLE X X.

Dated this 4th day of May 1984

BUYER

SELLER

51113

ADDENDUM "B"

IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

THOMAS W. HEAL,)
)
Plaintiff,) AFFIDAVIT OF DAVID ANDERSON
)
vs.)
)
DAVID F. SHAMY and) Civil No. C84-4438
SHARON K. SHAMY,)
)
Defendants.)

COUNTY OF SALT LAKE :
SS.
STATE OF UTAH :

Comes now David C. Anderson after first being duly sworn
on oath deposes and states as follows:

1. This firm was the prior counsel for the above named
plaintiff and was counsel of record at the time of the hearing on
the Motion for Summary Judgement conducted January 18, 1985.

2. At the time of hearing the copy of the executed
Affidavit, an unexecuted copy thereof is attached hereto, was
tendered at the start of argument to Judge Wilkinson.

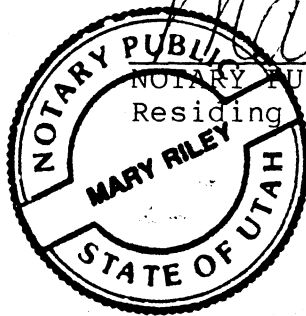
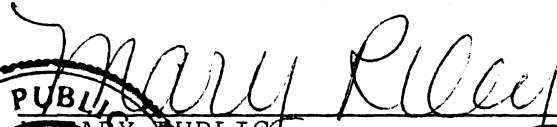
Dated this 13th day of June, 1985.



DAVID C. ANDERSON, AFFIANT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 13th day of
June, 1985.



Residing in Salt Lake City, Utah

My commission expires:

5/2/88

David C. Anderson
Atkin & Anderson
Attorneys for Defendant
185 South State Street
Salt Lake City, Utah 84111
(801) 364-2840

IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

THOMAS W. HEAL,)	
)	
Plaintiff,	)	AFFIDAVIT IN OPPOSITION
	)	TO MOTION FOR SUMMARY
vs.	)	JUDGMENT
)	
DAVID F. SHAMY and	)	Civil No. C84-4438
SHARON K. SHAMY,)	
)	
Defendants.)	

COUNTY OF SALT LAKE :
SS.
STATE OF UTAH :

Comes now one of the above named Defendants and hereby
provides this Affidavit in opposition to the pending Motion for
Summary Judgment and submits the following:

1. We have known the Plaintiff for a significant period
of time.

2. Plaintiffs had previously listed the residence in question for \$167,500.00 and were unable to sell the property at that price.

3. During the listing it was discussed between ourselves and Plaintiff that we would be willing to move into the residence with the further understanding that if the home was not sold during the listing period that we would agree to purchase the property for the appraised price thereof, the Defendant representing that value to be \$160,000.00

4. We further understood and agreed that there was little likelihood that the home would be sold since it had been listed for a period of time and no apparent purchasers were anticipated.

5. The Plaintiff desired to avoid the payment of a realtor's commission and hence, the entering into the rental agreement with the understanding that all payments made under the rental agreement would count toward our purchase of the home.

6. Without the understanding of our right to purchase, we would not have proceeded with the material improvements, which we did.

7. The Plaintiff was a real estate appraiser, and therefore, we relied upon his representations that the \$160,000.00 was the fair appraised price, which we later learned was inaccurate.

8. We relied upon the representations of the Plaintiff pertaining to the appraised value of the home.

9. As a consequence of our understanding of purchase, we were afforded the opportunity to commence renovation before the Plaintiffs moved from the residence, in the form of repapering the living room. The Plaintiff's children actually helped us in removing the old wallpaper.

10. Also, in furtherance of our understanding we commenced the completion of two rooms in the basement and other renovation work which entailed our expenditure of the following time in addition to the payment of the sums set forth below:

Remove wall paper from living room	24 hours
Replace Wallpaper in living room	4 hours
Painting of living room	2 hours
Varnish Wood Floor in entry	6 hours
Dining Room Wallpaper removed	2 hours
Cleaning of basement & garage	3 hours
Painting of doors, closet, & touch up throughout	4 hours
Painting of Downstairs (2 rooms)	8 hours
Wallpaper Downstairs	4 hours

11. The following sums were expended in moving to the residence and then moving from the residence, which would not have been incurred or needed had we not had an understanding to purchase the property at the fair market value:

Bob Harrington:	16 hours	\$ 160.00
Melvin Ward:	4 hours; use of van	170.00
Steve Pozluzni:	8 hours; use of truck	200.00
Mike Bennett:	2 hours; use of truck	20.00
Sheila Ward:	45 hours	180.00
Mike Helgesen:	4 hours	16.00
Lyndon Shamy:	120 hours	2,400.00
Truck Rental		130.18
Babysitter expense		224.75
Packing, cleaning, and movers		1,927.78
Miscellaneous expense		66.22
TOTAL		<u>\$5,494.93</u>

12. We have made payments to the Plaintiffs which total \$3,479.00 plus a direct payment on their mortgage of \$792.00 or a total of \$4,271.00.

13. We have bettered the property through the construction work described as follows:

Cleaning living room draperies	\$ 56.84
Wall paper supplies	18.44
Painting supplies	396.24
Wall paper	243.39
Carpet	431.97
Labor	133.50
Insulation (materials only)	95.07
Painting labor	50.00
Appraisal cost	125.00
Electrical	175.00

Framing	539.80
Sheetrock labor	430.00
Supplies	148.88
Drywall	250.00
Carpet deposit for downstairs	300.00
Electrical fixtures	96.00
Paint cost	420.00
 TOTAL	 <u>\$3,910.13</u>

14. We caused to be performed a residential appraisal report, a copy of which is hereto attached designated Exhibit "A", which indicates the fair market value of \$152,400.00.

15. Based upon the appraisal, Exhibit "A", the Defendant did consent and agree to sell the property for \$152,400. We relied upon his verbal commitment and proceeded to continue to expend significant sums on the betterment of the property. The greatest portion of the sums disclosed above were expended after this renewed commitment by the Plaintiff.

16. After we had signed the closing documents at Utah Title and Abstract, additional time passed and thereupon we were informed that the Plaintiff would not sell the residence and we proceeded to find another home.

17. The Defendant, after committing to sell the home to us at this appraised value of \$152,400.00, knew that we were continuing to expend our time and significant

amount of cash in the betterment of the property and did not disclose his true intent until after significant improvements had occurred.

18. Through the Plaintiff's intentional acts we have suffered a significant loss, as herein set forth.

19. At the time we executed the documents at Utah Title, we were ready, willing, and able to fully perform under the agreement. That is, to purchase the property for \$152,400.00 as disclosed in the closing documents, copies of which are attached hereto as Exhibit "B".

20. We have been injured in that we moved from our prior residence to the residence owned by the Plaintiff, and then were forced to move again from that residence, both moves being required by the acts and conduct of the Plaintiff, which was wrongful and injurious to us.

21. We significantly bettered the subject property through our construction efforts in the basement, renovation of the main floor and significant cleaning when we left. That is, we left the property in a much cleaner condition in all respects than when we took occupancy.

22. We were ready, willing, and able to purchase the property as agreed, at the appraised price by paying the Plaintiffs their cash equity and assuming the underlying first and second trust deeds on the property.

23. The Plaintiffs operated in bad faith in permitting us to proceed with the renovation, in conformity with our understanding, and were not willing to abide by the purchase agreement at the fair value of the property, the appraised value.

24. During the time we occupied the residence we expended additional sums by way of yard maintenance, spraying for insects, and in other ways taking appropriate and necessary action in the maintenance and preservation of the property.

25. We feel we have a just defense and further assert that our claims against the Plaintiffs are significant and that we desire to assert by way of counterclaim these damages.

Dated this _____ day of January, 1985.

AFFIANT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this _____ day of
January, 1985.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My commission expires:

DD3/67

CLOSING STATEMENT

Our File No. T 94507

1--Seller	Thomas W. Heal Sandra R. Heal	Address	14508 PARK Lake Court Dallas, Texas	Phone	
2--Buyer	David F. Shamy Sharon Kay Shamy	Address	2657 Willow Bend Drive	Phone	943-4465
3--Property	Lot 138 Willow Wick Estate Description No. 6	Type	Single family dwelling		
		Address	2657 Willow Bend Drive		

4--Offer date 2/10/84 Closing date 5/4/84 Possession date 3/1/84 Title Insurance

	CREDIT TO BUYER	CREDIT TO SELLER
5--Sale price		152,400.00
6--Earnest money held by: Seller (See line 35)	2,000.00	
7--Mtg./TD/Contract First Security 3/1	71,917.13	
8--Interest % from to		
9--Tax No. 35E0512-003 19 84 \$ 1235.53 from 1/1/84 to 3/1/84	203.40	
10--Prorated Ins. \$, Prem. \$, Exp. Term		
11--Co. Policy No.		
12--Agent Address		
13--FHA-MIP Insurance Premium (Due)		
14--Reserves for Taxes and Insurance held by Lender		760.82
15--Prorated Rents		
16-- Tracy Collins	47,306.36	
17--		
18--		
19--		
20--Totals	121,420.89	153,160.82
21--Balance due Seller (Enter on lines 23 and 31)	31,733.93	
22--Totals (Must balance)	153,160.82	153,160.82

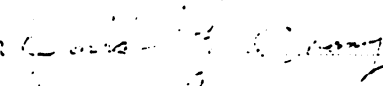

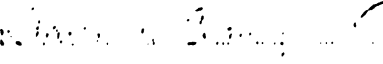

BUYER'S STATEMENT

	DEBIT	CREDIT
23--Balance due seller as shown on line 21	31,733.93	
24--To record deed from seller to buyer	7.00	
25--Examining title or abstract		
26--Closing Fee Due Utah Title Co.	60.00	
27--Loan Transfer Fee		
28--		
29--		
30--		
31--		
32--Total balance due from buyer (Totals of lines 23 thru 31, enter as Credit)		31,800.93
33--Totals (Must Balance)	31,800.93	31,800.93

SELLER'S STATEMENT

	DEBIT	CREDIT
34--Due Seller from Buyer (from Line 21)		31,733.93
35--Earnest Money or Escrowed Funds due Seller (from Line 6)		
36--Continuing Abstract or Title Policy	594.00	
37--Closing Fee Due Utah Title Co.	60.00	
38--Real Estate Commission		
39-- Commercial Security		
40-- Recording	21.00	
41-- Knight Adjustment Bureau	393.79	
42-- May 1st payments on First Security and Tracy Collins	1,479.00	
43--		
44--		
45--		
46--		
47--Totals		31,733.92
48--Check for balance to seller		
49--Totals (Debit and Credit must balance)	31,733.92	31,733.92

The undersigned Buyer and Seller hereby approve the foregoing statement and authorize Utah Title & Abstract Co., to complete the transaction in accordance herewith. All instruments may be delivered or recorded and funds disbursed. The undersigned Seller represents that all liens and encumbrances against said property have been considered as part of the settlement.

BUYER  SELLER 
BUYER  SELLER 

NOTE: THE PARTIES UNDERSTAND THAT THEY WILL HAVE ALL UTILITIES READ AND

CAUTION: READ BEFORE YOU SIGN

ALL DOCUMENTS EXECUTED IN CONNECTION WITH REAL ESTATE CLOSINGS HAVE LEGAL IMPLICATIONS AND IF YOU DO NOT UNDERSTAND SUCH IMPLICATIONS, SEEK LEGAL ADVICE BEFORE YOU SIGN THIS OR ANY OTHER DOCUMENT CONNECTED WITH THIS TRANSACTION.

1 TITLE COMMITMENT RECEIPT

The undersigned hereby acknowledge that they have received and reviewed Salerno's Commitment For Title Insurance issued by Utah Title and Abstract Company as Order No. T-94507 bearing an effective date of February 3, 1984 and hereby agree that all Exceptions appearing in Schedule B-2 of said Commitment (and all other matters which are caused by the undersigned BUYERS to come of record between the effective date of the above said Commitment and effective date of the Owner's Policy of Title Insurance) shall appear in Schedule B of the Owner's Title Insurance Policy to be issued by Salerno through Utah Title and Abstract Company subsequent to closing. EXCEPTION Nos. #9, #10, #11 which will be deleted.

2 PROPERTY TAX AGREEMENT

BUYERS and SELLERS understand and agree that taxes for the current year on the property which is the subject of this closing:

Have not been prorated and will be prorated by the parties when due.

Have been prorated on an estimate of \$ 12,351.53 for the year 1984 and are to be considered a final statement.

Have been prorated on an estimate of \$ for the year and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.

Have been prorated on the basis of the previous year's taxes and are to be considered a final settlement.

Have been prorated on the basis of the previous year's taxes and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.

3 FIRE AND CASUALTY INSURANCE AND LIABILITY INSURANCE WHEN APPLICABLE

A. The undersigned BUYERS have agreed to purchase fire and casualty insurance (and liability insurance, cross out if not applicable) but have not yet provided either the SELLERS or Utah Title and Abstract Company with evidence that the insurance is in effect. Therefore, Utah Title and Abstract Company makes no representation as to the existence of any insurance policies or the nature of coverage provided under such policies. Should they exist, BUYERS and SELLERS agree to hold Utah Title and Abstract Company harmless for any damages they or their assigns or heirs may sustain in connection with the question of existence or adequacy of fire and casualty insurance and liability insurance. (cross out if not applicable). Utah Title and Abstract Company has explained to both BUYERS and SELLERS that it is BUYERS' responsibility to provide said insurance coverage.

B. As set forth in the Earnest Money Agreement and Offer to Purchase furnished to Utah Title and Abstract Company, BUYERS have agreed to the proration of insurance values as of the date of possession of the property purchased. For your information, this insurance is described as follows:

Insurance Company
Agent
Agent's Address
Policy No.
Amount of Policy
Premium
Expiration Date

Utah Title and Abstract Company makes no representation as to the nature of the coverage provided under said policy. BUYERS should, at their earliest convenience, plan to discuss the coverage which they need with the insurance agent listed above, or some other qualified advisor.

THE BUYERS AND SELLERS REPRESENT THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE, EXCEPT SUCH PARAGRAPHS IF ANY THAT MAY BE CLEARLY MARKED NOT APPLICABLE. X X

Dated this 4th day of May 1984

BUYER

SELLER

STILLER

File No.

NEIGHBORHOOD

NEIGHBORHOOD

1990

100

10

1

IMPROVEMENTS

ROOMLIST

二

REQUIRMENTS

INTERIOR FINISH

PROPERTY RATING

2

1

1

...

COST APPROACH

Environmental conditions and (2) exterior building sketch of improvements showing dimensions

Measurements	No. Stories	Sq. Ft.
8 x 14 x 1 = 112		
26.6 x 67 x 1 = 1775		
6 x 44.5 x 1 = 267		
2 x 10 x 2 = 40		
x x x =		
x x x =		
Total Gross Living Area (List in Market Data Analysis below) <u>2194</u>		
Comment on functional and economic obsolescence: <u>none</u>		
ESTIMATED REPRODUCTION COST - NEW - OF IMPROVEMENTS:		
Dwelling <u>2194</u>	Sq. Ft. @ \$ <u>42.40</u>	= \$ <u>93,025</u>
<u>275</u>	Sq. Ft. @ \$ <u>9.00</u>	= <u>2,640</u>
Extras central air cond.		= <u>2,000</u>
vacuum, elec. air humid.		= <u>1,500</u>
Special Energy Efficient Items		=
Porches, Patios, etc. deck, patio		= <u>2,668</u>
Garage/Car Port <u>540</u>	Sq. Ft. @ \$ <u>9.24</u>	= <u>4,989</u>
Site Improvements (driveway, landscaping, etc.)		= <u>12,500</u>
Total Estimated Cost New		= \$ <u>119,332</u>
Less	Physical	Functional
Depreciation \$ <u>5369</u>	\$ --	\$ --
Depreciated value of improvements		= \$ <u>114,000</u>
ESTIMATED LAND VALUE		= \$ <u>38,000</u>
(If leasehold, show only leasehold value)		
INDICATED VALUE BY COST APPROACH <u>\$ 152,000</u>		

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2647 Willow Bend Se. (8800 So.)	9053 So. Cheshire Cr. (2350 E.)	3348 E. 8125 So.	8710 S. Sugarloaf (2400 E.)
Proximity to Subj.		5 blocks southwest	14 blocks northeast	3 blocks southwest
Sales Price	\$ na	\$ 153,000	\$ 156,500	\$ 140,000
Price/Living area	\$ na	\$ 78.46	\$ 80.83	\$ 71.98
Date Source	na	NLS	NLS	NLS
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION Adjustment	DESCRIPTION Adjustment	DESCRIPTION Adjustment
Location	good	good	good	good
Site/View	.352 acre	.21 acre +5000	.25 acre +5000	.30 acre +3000
Design and Appeal	rambler/good	rambler/good	Cont. rambler	rambler/ave. +2000
Quality of Const.	brick/alum.	brick/frame	brick/stone	BV/stucco +2000
Age	5-6 years	new -6000	2 years -4000	6 years
Condition	good	superior -5000	superior -3000	good
Living Area Room	Total: B-rms: Baths:	Total: B-rms: Baths:	Total: B-rms: Baths:	Total: B-rms: Baths:
Count and Total	7 3 2	5 3 2 + 700	6 1 1 +1400	5 3 2 + 700
Gross Living Area	2194 Sq Ft	1950 Sq Ft +5000	1930 Sq Ft +5000	1945 Sq Ft +5000
Basement & Bsmt. Finished Rooms	2194 sq.ft. 10% no finish	1950 Sq.ft. no finish +2000	1800 sq.ft. 100% fin. 4bdr, 2bath, rec -15,000	1949 sq.ft. 90% fin. 3bdr, bath, rec +10,000
Functional Utility	good	good	average +3000	good
Air Conditioning	central	none +2000	central +1000	central
Garage/Car Port	2 car garage	2 car garage	2 car garage	2 car garage
Porches, Patio, Pools, etc.	cov. porch full ldsp.	porch, deck Inf. Ldsp. +8000	porch, patio ave. Ldsp +2000	porch, patio ave. Ldsp +2000
Special Energy Efficient Items	thermopane central vac. walltexing	thermopane central vac. walltexing	thermopane central vac. walltexing	thermopane central vac. walltexing
Other (e.g. fireplaces, kitchen equip., remodeling)	2 fireplaces ro, dis, dw, fh	1 fireplace ro, dis, dw, fh -1000	2 fireplaces ro, dis, dw, fh	2 fireplaces ro, dis, dw, fh, micro
Sales or Financing Concessions		VA -4000	assumption	conventional
Net Adj. (Total)		Plus Minus \$ 4700	Plus Minus \$ 4100	Plus Minus \$ 4700
Indicated Value of Subject		\$ 157,700	\$ 152,400	\$ 144,700

Comments on Market Data: The appraiser was able to locate comp. #1 and #3 in the immediate neighborhood. Comp. #2 is located 2 mi. from the subject property. Due to the size of the subject property and the limited number of sales in the immediate neighborhood, the appraiser was forced to select comp. #2 from a competing neighborhood to the north and east.*

INDICATED VALUE BY MARKET DATA APPROACH \$ 152,400

INDICATED VALUE BY INCOME APPROACH (If applicable) Economic Market Rent \$ /Mo. x Gross Rent Multiplier = \$ NA

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, or conditions listed below ☐ completion per plans and specifications

Comments and Conditions of Appraisal: *All 3 houses are ramblers, similar in age to the subject property. After making appropriate market adjustments for age, land size and value, additional amenities; more weight was given to the adjusted value of comp. #2.

Final Reconciliation: The cost approach is \$152,000, the market approach is \$152,400; more weight is given to the market approach.

Construction Warranty ☐ Yes ☒ No Name of Warranty Program NA Warranty Coverage Expires

This appraisal is based upon the above requirements, the certification, contingent and binding conditions, and Market Value definition that are stated in

☒ FHLMC Form 439 (Rev. 10/78)/FNMA Form 1004B (Rev. 10/78) filed with client 19 ☒ attached

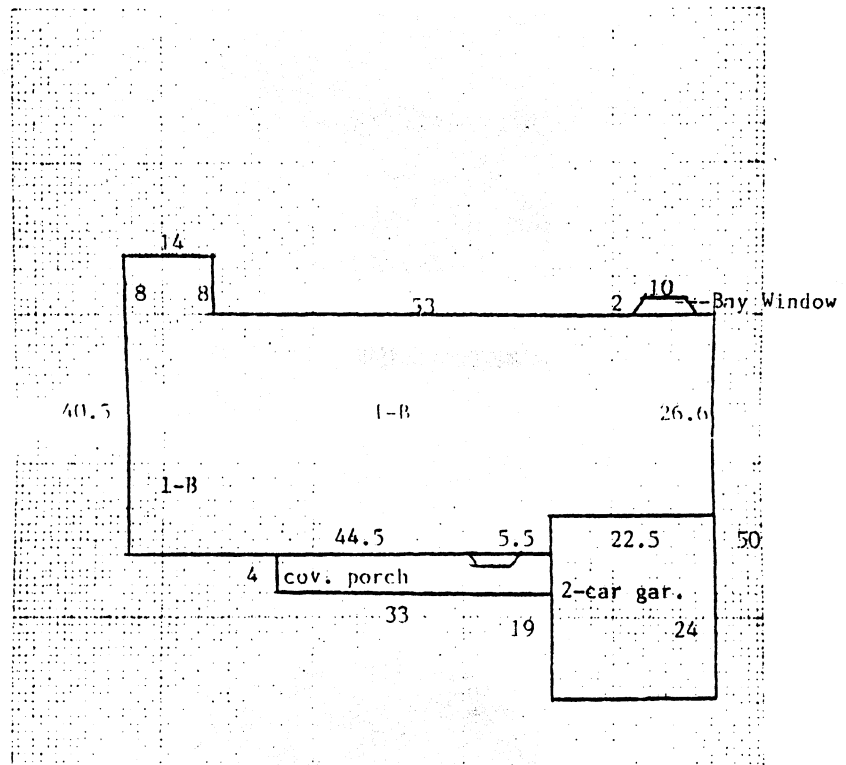
ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 4/11/84 19 to be \$ 152,400

Appraiser(s) [Signature] Review Appraiser (If applicable) [Signature]

SUBJECT PROPERTY

Name David Shamy
Address 2657 E. Willow Bend Drive (8860 So.)
Sandy, Utah 84070

EXTERIOR BUILDING SKETCH

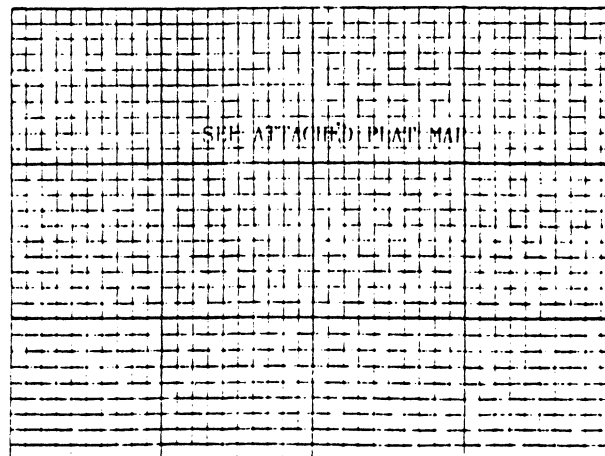


LOCATION MAP

Nearest Intersection is 1/3 block to the southwest from the Subject

Distance to Major Traffic Arteries 3 1/2 miles to the northwest

Location of Favorable or Detrimental Cond. Willow Creek Country Club, 3 miles to the northeast



DAVID SHAMY
2657 E. Willow Bend Driv
Sandy, Utah 84070



FRONT SCE



PEAR SCEN



STREET SCI

THIS PLAN, SPECIFIC TO THE LOT AND INDICATED BY THE DATE ON THE PLAN, IS THE PROPERTY OF THE SECURITY TITLE COMPANY AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SECURITY TITLE COMPANY. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER PLAN OR MAP. THE PLAN IS NOT TO BE USED AS A BASIS FOR ANY OTHER PLAN OR MAP. THE PLAN IS NOT TO BE USED AS A BASIS FOR ANY OTHER PLAN OR MAP.

WILLOW HILLS ESTATES N=6

DATE: 1988-08-15

1. 1.000000
2. 1.000000
3. 1.000000
4. 1.000000
5. 1.000000
6. 1.000000
7. 1.000000
8. 1.000000
9. 1.000000
10. 1.000000
11. 1.000000
12. 1.000000
13. 1.000000
14. 1.000000
15. 1.000000
16. 1.000000
17. 1.000000
18. 1.000000
19. 1.000000
20. 1.000000
21. 1.000000
22. 1.000000
23. 1.000000
24. 1.000000
25. 1.000000
26. 1.000000
27. 1.000000
28. 1.000000
29. 1.000000
30. 1.000000
31. 1.000000
32. 1.000000
33. 1.000000
34. 1.000000
35. 1.000000
36. 1.000000
37. 1.000000
38. 1.000000
39. 1.000000
40. 1.000000
41. 1.000000
42. 1.000000
43. 1.000000
44. 1.000000
45. 1.000000
46. 1.000000
47. 1.000000
48. 1.000000
49. 1.000000
50. 1.000000
51. 1.000000
52. 1.000000
53. 1.000000
54. 1.000000
55. 1.000000
56. 1.000000
57. 1.000000
58. 1.000000
59. 1.000000
60. 1.000000
61. 1.000000
62. 1.000000
63. 1.000000
64. 1.000000
65. 1.000000
66. 1.000000
67. 1.000000
68. 1.000000
69. 1.000000
70. 1.000000
71. 1.000000
72. 1.000000
73. 1.000000
74. 1.000000
75. 1.000000
76. 1.000000
77. 1.000000
78. 1.000000
79. 1.000000
80. 1.000000
81. 1.000000
82. 1.000000
83. 1.000000
84. 1.000000
85. 1.000000
86. 1.000000
87. 1.000000
88. 1.000000
89. 1.000000
90. 1.000000
91. 1.000000
92. 1.000000
93. 1.000000
94. 1.000000
95. 1.000000
96. 1.000000
97. 1.000000
98. 1.000000
99. 1.000000
100. 1.000000



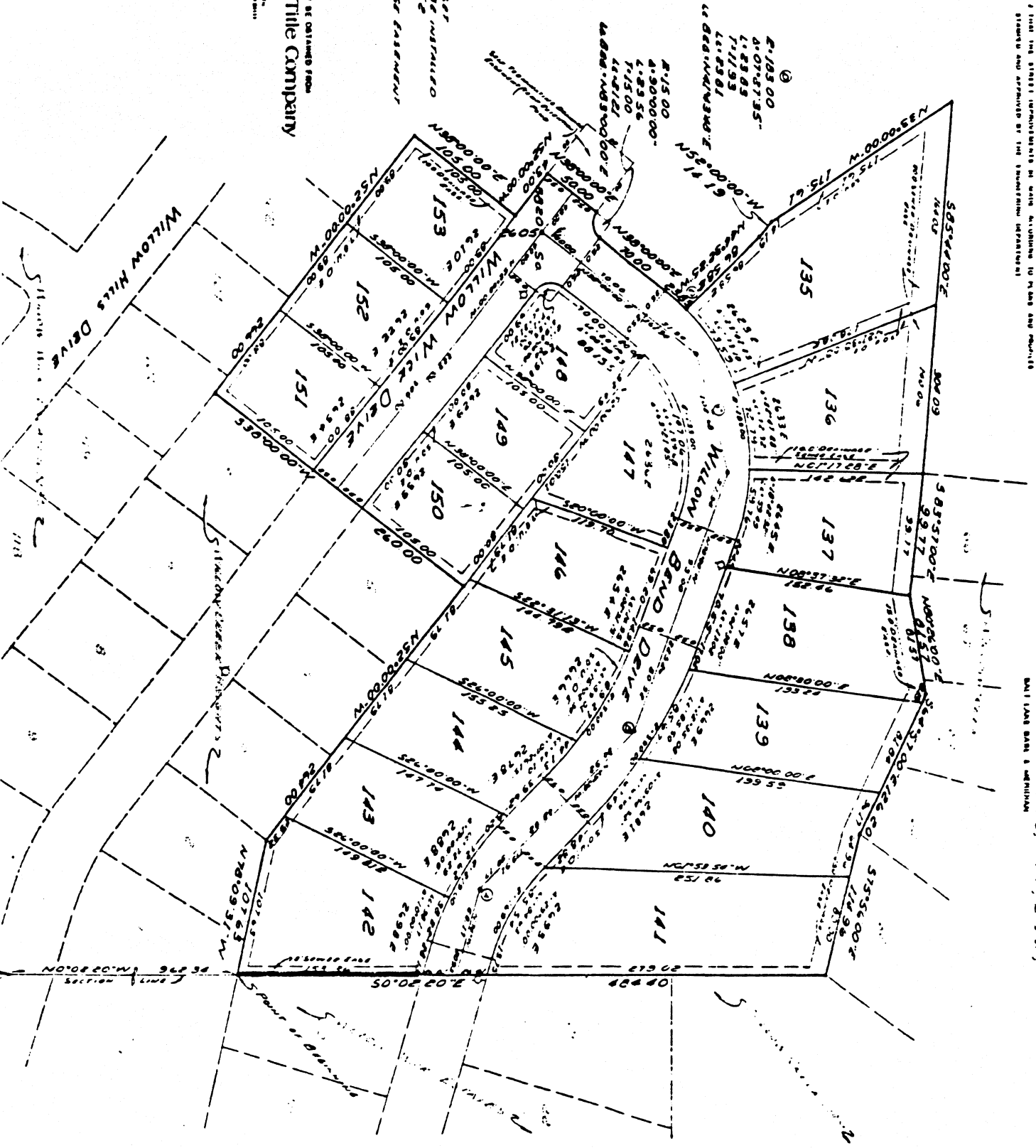
1. 1.000000
2. 1.000000
3. 1.000000
4. 1.000000
5. 1.000000
6. 1.000000
7. 1.000000
8. 1.000000
9. 1.000000
10. 1.000000
11. 1.000000
12. 1.000000
13. 1.000000
14. 1.000000
15. 1.000000
16. 1.000000
17. 1.000000
18. 1.000000
19. 1.000000
20. 1.000000
21. 1.000000
22. 1.000000
23. 1.000000
24. 1.000000
25. 1.000000
26. 1.000000
27. 1.000000
28. 1.000000
29. 1.000000
30. 1.000000
31. 1.000000
32. 1.000000
33. 1.000000
34. 1.000000
35. 1.000000
36. 1.000000
37. 1.000000
38. 1.000000
39. 1.000000
40. 1.000000
41. 1.000000
42. 1.000000
43. 1.000000
44. 1.000000
45. 1.000000
46. 1.000000
47. 1.000000
48. 1.000000
49. 1.000000
50. 1.000000
51. 1.000000
52. 1.000000
53. 1.000000
54. 1.000000
55. 1.000000
56. 1.000000
57. 1.000000
58. 1.000000
59. 1.000000
60. 1.000000
61. 1.000000
62. 1.000000
63. 1.000000
64. 1.000000
65. 1.000000
66. 1.000000
67. 1.000000
68. 1.000000
69. 1.000000
70. 1.000000
71. 1.000000
72. 1.000000
73. 1.000000
74. 1.000000
75. 1.000000
76. 1.000000
77. 1.000000
78. 1.000000
79. 1.000000
80. 1.000000
81. 1.000000
82. 1.000000
83. 1.000000
84. 1.000000
85. 1.000000
86. 1.000000
87. 1.000000
88. 1.000000
89. 1.000000
90. 1.000000
91. 1.000000
92. 1.000000
93. 1.000000
94. 1.000000
95. 1.000000
96. 1.000000
97. 1.000000
98. 1.000000
99. 1.000000
100. 1.000000

1. 1.000000
2. 1.000000
3. 1.000000
4. 1.000000
5. 1.000000
6. 1.000000
7. 1.000000
8. 1.000000
9. 1.000000
10. 1.000000
11. 1.000000
12. 1.000000
13. 1.000000
14. 1.000000
15. 1.000000
16. 1.000000
17. 1.000000
18. 1.000000
19. 1.000000
20. 1.000000
21. 1.000000
22. 1.000000
23. 1.000000
24. 1.000000
25. 1.000000
26. 1.000000
27. 1.000000
28. 1.000000
29. 1.000000
30. 1.000000
31. 1.000000
32. 1.000000
33. 1.000000
34. 1.000000
35. 1.000000
36. 1.000000
37. 1.000000
38. 1.000000
39. 1.000000
40. 1.000000
41. 1.000000
42. 1.000000
43. 1.000000
44. 1.000000
45. 1.000000
46. 1.000000
47. 1.000000
48. 1.000000
49. 1.000000
50. 1.000000
51. 1.000000
52. 1.000000
53. 1.000000
54. 1.000000
55. 1.000000
56. 1.000000
57. 1.000000
58. 1.000000
59. 1.000000
60. 1.000000
61. 1.000000
62. 1.000000
63. 1.000000
64. 1.000000
65. 1.000000
66. 1.000000
67. 1.000000
68. 1.000000
69. 1.000000
70. 1.000000
71. 1.000000
72. 1.000000
73. 1.000000
74. 1.000000
75. 1.000000
76. 1.000000
77. 1.000000
78. 1.000000
79. 1.000000
80. 1.000000
81. 1.000000
82. 1.000000
83. 1.000000
84. 1.000000
85. 1.000000
86. 1.000000
87. 1.000000
88. 1.000000
89. 1.000000
90. 1.000000
91. 1.000000
92. 1.000000
93. 1.000000
94. 1.000000
95. 1.000000
96. 1.000000
97. 1.000000
98. 1.000000
99. 1.000000
100. 1.000000



Security Title Company

ADDITIONAL COPIES MAY BE OBTAINED FROM



ADDENDUM "C"

IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

THOMAS W. HEAL,
Plaintiff,
vs.
DAVID F. SHAMY and
SHARON K. SHAMY,
Defendants.

)
)
) AFFIDAVIT OF DIANE ANDERSON
)
)
)
) Civil No. C84-4438
)
)
)

COUNTY OF SALT LAKE :
SS.
STATE OF UTAH :

Comes now Diane Anderson after first being duly sworn on oath deposes and states as follows:

1. In the capacity of secretary for David C. Anderson of Atkin & Anderson, I caused to be delivered a copy of the attached Affidavit to the office of Stanford Nielsen situated at 3760 Highland Drive Suite 200, Salt Lake City, Utah 84106 on the afternoon of January 17, 1985. It was necessary for me to hand deliver the document on this day as it was one day prior to the hearing.

2. I delivered the copy to a person in the office who represented herself to be the receptionist to Mr. Nielsen who is

described as a female in her 20s or 30s. She said that she would see to it that Mr. Neilsen received the documents.

Dated this 13th day of June, 1985.

Diane Anderson
Diane Anderson, Affiant

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 13 day of June, 1985.

My commission expires:

8/2/88



David C. Anderson
Atkin & Anderson
Attorneys for Defendant
185 South State Street
Salt Lake City, Utah 84111
(801) 364-2840

IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

THOMAS W. HEAL,)	
)	
Plaintiff,	)	AFFIDAVIT IN OPPOSITION
	)	TO MOTION FOR SUMMARY
vs.	)	JUDGMENT
)	
DAVID F. SHAMY and	)	Civil No. C84-4438
SHARON K. SHAMY,)	
)	
Defendants.)	

COUNTY OF SALT LAKE :
STATE OF UTAH : ss.

Comes now one of the above named Defendants and hereby provides this Affidavit in opposition to the pending Motion for Summary Judgment and submits the following:

1. We have known the Plaintiff for a significant period of time.

2. Plaintiffs had previously listed the residence in question for \$167,500.00 and were unable to sell the property at that price.

3. During the listing it was discussed between ourselves and Plaintiff that we would be willing to move into the residence with the further understanding that if the home was not sold during the listing period that we would agree to purchase the property for the appraised price thereof, the Defendant representing that value to be \$160,000.00

4. We further understood and agreed that there was little likelihood that the home would be sold since it had been listed for a period of time and no apparent purchasers were anticipated.

5. The Plaintiff desired to avoid the payment of a realtor's commission and hence, the entering into the rental agreement with the understanding that all payments made under the rental agreement would count toward our purchase of the home.

6. Without the understanding of our right to purchase, we would not have proceeded with the material improvements, which we did.

7. The Plaintiff was a real estate appraiser, and therefore, we relied upon his representations that the \$160,000.00 was the fair appraised price, which we later learned was inaccurate.

8. We relied upon the representations of the Plaintiff pertaining to the appraised value of the home.

9. As a consequence of our understanding of purchase, we were afforded the opportunity to commence renovation before the Plaintiffs moved from the residence, in the form of repapering the living room. The Plaintiff's children actually helped us in removing the old wallpaper.

10. Also, in furtherance of our understanding we commenced the completion of two rooms in the basement and other renovation work which entailed our expenditure of the following time in addition to the payment of the sums set forth below:

Remove wall paper from living room	24 hours
Replace Wallpaper in living room	4 hours
Painting of living room	2 hours
Varnish Wood Floor in entry	6 hours
Dining Room Wallpaper removed	2 hours
Cleaning of basement & garage	3 hours
Painting of doors, closet, & touch up throughout	4 hours
Painting of Downstairs (2 rooms)	8 hours
Wallpaper Downstairs	4 hours

11. The following sums were expended in moving to the residence and then moving from the residence, which would not have been incurred or needed had we not had an understanding to purchase the property at the fair market value:

Bob Harrington:	16 hours	\$	160.00
Melvin Ward:	4 hours; use of van		170.00
Steve Pozluzni:	8 hours; use of truck		200.00
Mike Bennett:	2 hours; use of truck		20.00
Sheila Ward:	45 hours		180.00
Mike Helgesen:	4 hours		16.00
Lyndon Shamy:	120 hours		2,400.00
Truck Rental			130.18
Babysitter expense			224.75
Packing, cleaning, and movers			1,927.78
Miscellaneous expense			66.22
TOTAL			<u>\$5,494.93</u>

12. We have made payments to the Plaintiffs which total \$3,479.00 plus a direct payment on their mortgage of \$792.00 or a total of \$4,271.00.

13. We have bettered the property through the construction work described as follows:

Cleaning living room draperies	\$	56.84
Wall paper supplies		18.44
Painting supplies		396.24
Wall paper		243.39
Carpet		431.97
Labor		133.50
Insulation (materials only)		95.07
Painting labor		50.00
Appraisal cost		125.00
Electrical		175.00

Framing	539.80
Sheetrock labor	430.00
Supplies	148.88
Drywall	250.00
Carpet deposit for downstairs	300.00
Electrical fixtures	96.00
Paint cost	420.00
 TOTAL	 <u>\$3,910.13</u>

14. We caused to be performed a residential appraisal report, a copy of which is hereto attached designated Exhibit "A", which indicates the fair market value of \$152,400.00.

15. Based upon the appraisal, Exhibit "A", the Defendant did consent and agree to sell the property for \$152,400. We relied upon his verbal commitment and proceeded to continue to expend significant sums on the betterment of the property. The greatest portion of the sums disclosed above were expended after this renewed commitment by the Plaintiff.

16. After we had signed the closing documents at Utah Title and Abstract, additional time passed and thereupon we were informed that the Plaintiff would not sell the residence and we proceeded to find another home.

17. The Defendant, after committing to sell the home to us at this appraised value of \$152,400.00, knew that we were continuing to expend our time and significant

amount of cash in the betterment of the property and did not disclose his true intent until after significant improvements had occurred.

18. Through the Plaintiff's intentional acts we have suffered a significant loss, as herein set forth.

19. At the time we executed the documents at Utah Title, we were ready, willing, and able to fully perform under the agreement. That is, to purchase the property for \$152,400.00 as disclosed in the closing documents, copies of which are attached hereto as Exhibit "B".

20. We have been injured in that we moved from our prior residence to the residence owned by the Plaintiff, and then were forced to move again from that residence, both moves being required by the acts and conduct of the Plaintiff, which was wrongful and injurious to us.

21. We significantly bettered the subject property through our construction efforts in the basement, renovation of the main floor and significant cleaning when we left. That is, we left the property in a much cleaner condition in all respects than when we took occupancy.

22. We were ready, willing, and able to purchase the property as agreed, at the appraised price by paying the Plaintiffs their cash equity and assuming the underlying first and second trust deeds on the property.

23. The Plaintiffs operated in bad faith in permitting us to proceed with the renovation, in conformity with our understanding, and were not willing to abide by the purchase agreement at the fair value of the property, the appraised value.

24. During the time we occupied the residence we expended additional sums by way of yard maintenance, spraying for insects, and in other ways taking appropriate and necessary action in the maintenance and preservation of the property.

25. We feel we have a just defense and further assert that our claims against the Plaintiffs are significant and that we desire to assert by way of counterclaim these damages.

Dated this _____ day of January, 1985.

AFFIANT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

 Subscribed and sworn to before me this _____ day of
January, 1985.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My commission expires:

DD3/67

355-7533
629 East 400 South
Salt Lake City, Utah 84102

CLOSING STATEMENT

Our File No. T 94507

1--Seller Thomas W. Heald Address 14508 PARK Lake Court
Sandra R. Heald Dallas, Texas Phone

2--Buyer David F. Shamy Address 2057 Willow Bend Drive
Sharon Kay Shamy Phone 943-4465

3--Property Lot 138 Willow Wick Estate Type Single Family dwelling
Description No. 6 Address 2057 Willow Bend Drive

4--Offer date 2/10/84 Closing date 5/4/84 Possession date 3/1/84 Title Insurance

	CREDIT TO BUYER	CREDIT TO SELLER
5--Sale price		152,400.00
6--Earnest money held by Seller (See line 35)	2,000.00	
7--Mtg./TD/Contract First Security 3/1	71,917.13	
8--Interest % from to		
9--Tax No. 35E0512-003 19 84 \$ 1235.53 from 1/1/84 to 3/1/84	203.40	
10--Prorated Ins. \$, Prem. \$, Exp. Term		
11--Co. Policy No.		
12--Agent Address		
13--FHA-MIP Insurance Premium (Due)		
14--Reserves for Taxes and Insurance held by Lender		760.82
15--Prorated Rents		
16-- Tracy Collins	47,306.36	
17--		
18--		
19--		
20--Totals	121,426.89	153,160.82
21--Balance due Seller (Enter on lines 23 and 34)	31,733.93	
22--Totals (Must balance)	153,160.82	153,160.82

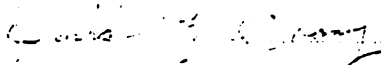
BUYER'S STATEMENT

	DEBIT	CREDIT
23--Balance due seller as shown on line 21	31,733.93	
24--To record deed from seller to buyer	7.00	
25--Examining title or abstract		
26--Closing Fee Due Utah Title Co.	60.00	
27--Loan Transfer Fee		
28--		
29--		
30--		
31--		
32--Total balance due from buyer (Totals of lines 23 thru 31, enter as Credit)		31,800.93 +59
33--Totals (Must Balance)	31,800.93	31,800.93

SELLER'S STATEMENT

	DEBIT	CREDIT
34--Due Seller from Buyer (from Line 21)		31,733.93
35--Earnest Money or Escrowed Funds due Seller (from Line 6)		
36--Continuing Abstract or Title Policy	594.00	
37--Closing Fee Due Utah Title Co.	60.00	
38--Real Estate Commission		
39-- Commercial Security		
40-- Recording	21.00	
41-- Knight Adjustment Bureau	393.79	
42-- May 1st payments on First Security and Tracy Collins	1,479.00	
43--		
44--		
45--		
46--		
47--Totals		31,733.92
48--Check for balance to seller		
49--Totals (Debit and Credit must balance)	31,733.92	31,733.92

The undersigned Buyer and Seller hereby approve the foregoing statement and authorize Utah Title & Abstract Co., to complete the transaction in accordance herewith. All instruments may be delivered or recorded and funds disbursed. The undersigned Seller represents that all liens and encumbrances against said property have been considered as part of the settlement.

BUYER  SELLER 

BUYER  SELLER 

NOTE: THE PARTIES UNDERSTAND THAT THEY WILL HAVE ALL UTILITIES READ AND

CAUTION: READ BEFORE YOU SIGN

ALL DOCUMENTS EXECUTED IN CONNECTION WITH REAL ESTATE CLOSINGS HAVE LEGAL IMPLICATIONS AND IF YOU DO NOT UNDERSTAND SUCH IMPLICATIONS, SEEK LEGAL ADVICE BEFORE YOU SIGN THIS OR ANY OTHER DOCUMENT CONNECTED WITH THIS TRANSACTION.

1. TITLE COMMITMENT RECEIPT

The undersigned hereby acknowledge that they have received and reviewed Seller's Commitment For Title Insurance issued by Utah Title and Abstract Company as Order No. T-94507 bearing an effective date of February 3, 1984 and hereby agree that all Exceptions appearing in Schedule B-2 of said Commitment (and all other matters which are caused by the undersigned BUYERS to come of record between the effective date of the above said Commitment and effective date of the Owner's Policy of Title Insurance) shall appear in Schedule B of the Owner's Title Insurance Policy to be issued by Seller through Utah Title and Abstract Company subsequent to closing. EXCEPT Exception Nos. #9, #10, #11 which will be deleted.

2. PROPERTY TAX AGREEMENT

BUYERS and SELLERS understand and agree that taxes for the current year on the property which is the subject of this closing:

- a. Have not been prorated and will be prorated by the parties when due.
- ☒ b. Have been prorated on an estimate of \$ 1235.53 for the year 1984 and are to be considered a final statement.
- c. Have been prorated on an estimate of \$ for the year and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.
- d. Have been prorated on the basis of the previous year's taxes and are to be considered a final settlement.
- e. Have been prorated on the basis of the previous year's taxes and will be readjusted between BUYERS and SELLERS when the actual tax statement becomes available.

3. FIRE AND CASUALTY INSURANCE AND LIABILITY INSURANCE WHEN APPLICABLE

~~XX~~ A. The undersigned BUYERS have agreed to purchase fire and casualty insurance (and liability insurance, cross out if not applicable) but have not yet provided either the SELLERS or Utah Title and Abstract Company with evidence that the insurance is in effect. Therefore, Utah Title and Abstract Company makes no representation as to the existence of any insurance policies or the nature of coverage provided under such policies. Should they exist, BUYERS and SELLERS agree to hold Utah Title and Abstract Company harmless for any damages they or their assigns or heirs may sustain in connection with the question of existence or adequacy of fire and casualty insurance, and liability insurance, cross out if not applicable. Utah Title and Abstract Company has explained to both BUYERS and SELLERS that it is BUYERS' responsibility to provide said insurance coverage.

B. As set forth in the Earnest Money Agreement and Offer to Purchase furnished to Utah Title and Abstract Company, BUYERS have agreed to the proration of insurance values as of the date of possession of the property purchased. For your information, this insurance is described as follows:

Insurance Company
Agent
Agent's Address
Policy No.
Amount of Policy
Premium
Expiration Date

Utah Title and Abstract Company makes no representation as to the nature of the coverage provided under said policy. BUYERS should at their earliest convenience plan to discuss the coverage which they need with the insurance agent listed above, or some other qualified advisor.

THE BUYERS AND SELLERS REPRESENT THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE, EXCEPT SUCH PARAGRAPHS IF ANY THAT MAY BE CLEARLY MARKED NOT APPLICABLE X X.

Dated this 4th day of May 1984

BUYER

SELLER

STAMP

to be completed by Lender	Borrower: <u>David Shamy</u>		Census Tract <u>1126.01</u> Map Reference <u>7160</u>	
	Property Address <u>2657 E. Willow Bend Drive (8860 Sq.)</u>			
	City <u>Sandy</u>	County <u>Salt Lake</u>	State <u>Utah</u>	Zip Code <u>84070</u>
	Legal Description <u>All of Lot 138 Willow Wick Estates #6 Subdivision</u>			
NEIGHBORHOOD	Sale Price \$ <u>NA</u> Date of Sale <u>NA</u> Loan Term <u>NA</u> yrs		Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> DeMinimis PL	
	Actual Real Estate Taxes \$ <u>1100</u> (yr) Loan charges to be paid by seller \$ <u>NA</u>		Other sales concessions <u>NA</u>	
	Lender/Client <u>David Shamy</u>		Address <u>2657 E. Willow Bend Drive, Sandy, Utah</u>	
	Occupant <u>Shamy</u>		Appraiser <u>Michael R. Hall, SRA</u> Instructions to Appraiser	
NEIGHBORHOOD	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Employment Stability <input checked="" type="checkbox"/> Good <input type="checkbox"/> Avg <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%		Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Growth Rate <input type="checkbox"/> Fully Dev <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow		Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Convenience to Schools <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		Adequacy of Public Transportation <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Marketing Time <input type="checkbox"/> Under 3 Mos <input checked="" type="checkbox"/> 4-6 Mos <input type="checkbox"/> Over 6 Mos		Recreational Facilities <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Present Land Use <u>95% 1 Family</u> <u>5% 2-4 Family</u> <u>0% Apts</u> <u>0% Condo</u> <u>0% Commercial</u>		Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Change in Present Land Use <input type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input checked="" type="checkbox"/> Taking Place (*)		Property Compatibility <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>0% Vacant</u>		Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Single Family Price Range \$ <u>115,000</u> to \$ <u>185,000</u> Predominant Value \$ <u>145,000</u>		Police and Fire Protection <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
SITE	Single Family Age <u>new</u> yrs to <u>7</u> yrs Predominant Age <u>6</u> yrs		General Appearance of Properties <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Note: FHLBC/FNMA do not consider race or the racial composition of the neighborhood to be reliable appraisal factors.		Appeal to Market <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>The subject property is located in a custom home subdivision high on the Sandy Bench. All of the homes are custom built and there is a wide variety of top quality materials and floor plans in the neighborhood which makes for high appeal and good resale value. The nearest elementary school is 3 blks. to the N.W. All other school levels are within 1/2 mile. Shopping is approx 8-10 blks. directly south at the Canyon Center. Downtown S.L.C. is 14 mi. to the N.W.</u>			
	Dimensions <u>87.57x152.46x89.76x193.24</u>		<u>15,326</u> Sq. Ft. or Acres <input checked="" type="checkbox"/> Corner Lot	
	Zoning classification <u>R-1-8</u>		Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations	
	Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify)			
	Public <input checked="" type="checkbox"/> Other (Describe)		OFF SITE IMPROVEMENTS	
	Elec <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> San Sewer <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Underground Elec. & Tel		Topo <u>slopes to the north</u>	
			Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
			Surface <u>asphalt</u>	
IMPROVEMENTS			Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
			<input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter	
			<input checked="" type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	
			Size <u>352 acre lot</u>	
			Shape <u>irregular</u>	
			View <u>good</u>	
			Drainage <u>good</u>	
			Is the property located in a HUD identified Special Flood Hazard Area? <input type="checkbox"/> No <input type="checkbox"/> Yes	
			Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>There is a 15' drainage easement along rear lot line. A 7' U & DE easement over front lot line. No adverse easements or encroachments.</u>	
	ROOM LIST	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Constr		No. Units <u>1</u> Type (det, duplex, semi-det, etc.) <u>detached</u> Design (rambler, split level, etc.) <u>rambler</u>
Yrs. Age: Actual <u>6-7</u> Effective <u>5</u> to <u>6</u>		No. Stories <u>1</u> Exterior Walls <u>bv & alum. siding</u>		
Roof Material <u>asphalt shingles</u>		Gutters & Downspouts <input type="checkbox"/> None <input checked="" type="checkbox"/> Window (Type) <u>thermo</u>		
<input type="checkbox"/> Manufactured Housing <u>no</u>		<input type="checkbox"/> Storm Sash <input checked="" type="checkbox"/> Screens <input type="checkbox"/> Combination <input checked="" type="checkbox"/> Insulation <input type="checkbox"/> None <input type="checkbox"/> Fib		
Foundation Walls <u>concrete</u>		<input checked="" type="checkbox"/> Ceiling <input type="checkbox"/> Roof <input checked="" type="checkbox"/> Wall		
<input type="checkbox"/> Slab on Grade <input type="checkbox"/> Crawl Space		BSMT. <input checked="" type="checkbox"/> 100% Basement <input checked="" type="checkbox"/> Floor Drain <input checked="" type="checkbox"/> Finished Ceiling <u>printed sheetrock</u>		
		<input type="checkbox"/> Outside Entrance <input type="checkbox"/> Sump Pump <input checked="" type="checkbox"/> Finished Walls <u>printed sheetrock</u>		
		<input checked="" type="checkbox"/> Concrete Floor <u>10% Finished</u> <input type="checkbox"/> Finished Floor <u>carpet</u>		
		Evidence of <input type="checkbox"/> Dampness <input type="checkbox"/> Termites <input type="checkbox"/> Settlement		
		Comments <u>Quality of basement finish is good.</u>		
INTERIOR FINISH & EQUIPMENT	Room List		Foyer	
	Living		Dining	
	Kitchen		Den	
	Family Rm		Rec Rm	
	Bedrooms		No. Baths	
	Laundry		Other	
	Basement		2 RL	
	1st Level		3	
	2nd Level		2 1/2	
PROPERTY RATING	Finished area above grade contains a total of <u>7</u> rooms <u>3</u> bedrooms <u>2 1/2</u> baths. Gross Living Area <u>2194</u> sq.ft. Bsmt Area <u>2194</u> sq.ft.			
	Kitchen Equipment <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Fan/Hood <input type="checkbox"/> Compactor <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/>			
	HEAT Type <u>FVA</u> Fuel gas <u>Cond good</u> AIR COND <input checked="" type="checkbox"/> Central <input type="checkbox"/> Other <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate			
	Floors <input type="checkbox"/> Hardwood <input checked="" type="checkbox"/> Carpet Over <u>underlayment</u>			
	Walls <input checked="" type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/>			
	Trim/Finish <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor			
	Bath Floor <input type="checkbox"/> Ceramic <input checked="" type="checkbox"/> <u>linoleum & carpet</u>			
	Bath Wainscot <input checked="" type="checkbox"/> Ceramic <input type="checkbox"/>			
	Special Features (including energy efficient items) <u>Thermo windows, R-19 walls, R-30 ceilings, 2 bay windows, sunken livingroom, walltex throughout, humidifier *</u>			
	ATTIC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Stairway <input type="checkbox"/> Drop stair <input type="checkbox"/> Scuttle <input type="checkbox"/> Floored <input type="checkbox"/> Finished (Describe) <input type="checkbox"/> Heated			
CAR STORAGE <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Built in <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Car Port				
No Cars <u>2</u> <input checked="" type="checkbox"/> Adequate <input type="checkbox"/> Inadequate Condition <u>good</u>				
		*Yrs Est Remaining Economic Life <u>55</u> to <u>60</u> Explain less than Loan Term		
		FIREPLACES, PATIOS, POOL, FENCES, etc (describe) <u>1 fireplace in familyroom, 1 fireplace in master bedroom, fully landscaped with railroad ties, automatic sprinkling system, fenced rear yard</u>		
		COMMENTS (including functional or physical inadequacies, repairs needed, modernization, etc) <u>*electronic air filter, lean air fan and oven, finished garage, remote garage door opener, attic vent, central vacuum sys, oak cabinetry, granite counter tops, tile glass tile in kitchen, wired for</u>		

environmental conditions and (2) exterior building sketch of improvements showing dimensions.

Measurements	No. Stories	Sq. Ft.	ESTIMATED REPRODUCTION COST - NEW - OF IMPROVEMENT
8 x 14	1	112	Dwelling 2194 Sq. Ft. @ \$ 42.40 = \$ 93,000
26.6 x 67	1	1775	275 Sq. Ft. @ \$ 9.60 = 2,660
6 x 44.5	1	267	Extras central air cond. = 2,000
2 x 10	2	40	vacuum, elec. air humid. = 1,500
			Special Energy Efficient Items =
			Porches, Patios, etc. deck, patio = 2,660
			Garage/Car Port 540 Sq. Ft. @ \$ 9.24 = 4,990
			Site Improvements (driveway, landscaping, etc.) = 12,500
			Total Estimated Cost New = \$ 119,330
			Less Physical Functional Economic
			Depreciation \$ 5369 \$ -- \$ -- = \$ 5,369
			Depreciated value of improvements = \$ 114,000
			ESTIMATED LAND VALUE = \$ 38,000
			(If leasehold, show only leasehold value)
			INDICATED VALUE BY COST APPROACH = \$ 152,000

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2647 Willow Bend Se. (8800 So.)	9053 So. Cheshire Cr. (2350 E.)	3348 E. 8125 So.	8710 S. Sugarloaf (2400 E.)
Proximity to Subj.		5 blocks southwest	14 blocks northeast	3 blocks southwest
Sales Price	\$ na	\$ 153,000	\$ 156,500	\$ 140,000
Price/Living area	\$ na	\$ 78.46	\$ 80.83	\$ 71.90
Data Source	na	MLS	MLS	MLS
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION Adjustment	DESCRIPTION Adjustment	DESCRIPTION Adj.
	na	2/10/84	2/17/84	11/11/83
Location	good	good	good	good
Site/View	.352 acre	.21 acre +5000	.25 acre +5000	.30 acre +3000
Design and Appeal	rambler/good	rambler/good	Cont. rambler	rambler/ave. +2000
Quality of Const.	brick/alum.	brick/frame	brick/stone	BV/stucco +2000
Age	5-6 years	new -6000	2 years -4000	6 years
Condition	good	superior -5000	superior -3000	good
Living Area Room Count and Total	Total B-rms Baths 7 3 2 1/2	Total B-rms Baths 5 3 2 +700	Total B-rms Baths 6 1 1 1/2 +1400	Total B-rms Baths 5 3 2 1/2 +700
Gross Living Area	2194 sq.ft. Sq.Ft.	1950 sq.ft. Sq.Ft. +5000	1930 sq.ft. Sq.Ft. +5000	1945 sq.ft. Sq.Ft. +500
Basement & Bsmt. Finished Rooms	2194 sq.ft. 10% den, 2RI bdr.	1950 sq.ft. no finish +2000	1800 sq.ft. 100% fin. 4bdr, 2bath, rec -15,000	1949 sq.ft. 90% fin. 3bdr, bath, rec -10,000
Functional Utility	good	good	average +3000	good
Air Conditioning	central	none	central	central
Garage/Car Port	2 car garage	2 car garage	2 car garage	2 car garage
Porches, Patio, Pools, etc.	cov. porch full ldsp.	porch, deck Inf. ldsp. +8000	porch, patio ave. ldsp. +2000	porch, patio ave. ldsp. +2000
Special Energy Efficient Items	thermopane central vac. walltexing	thermopane central vac. walltexing	thermopane central vac. walltexing	thermopane central vac. walltexing
Other (e.g. fireplaces, kitchen equip., remodeling)	2 fireplaces ro, dis, dw, fh	1 fireplace ro, dis, dw, fh -1000	2 fireplaces ro, dis, dw, fh	2 fireplaces ro, dis, dw, fh, micro
Sales or Financing Concessions		VA -4000	assumption	conventional
Net Adj. (Total)		Plus Minus \$ 4700	Plus Minus \$ 4100	Plus Minus \$ 470
Indicated Value of Subject		\$ 157,700	\$ 152,400	\$ 144,000

Comments on Market Data: The appraiser was able to locate comp. #1 and #3 in the immediate neighborhood. Comp. #2 is 1/2 mi. from the subject property. Due to the size of the subject property and the limited number of sales in the immediate neighborhood, the appraiser was forced to select comp. #2 from a competing neighborhood to the north and east.

INDICATED VALUE BY MARKET DATA APPROACH \$ 152,400

INDICATED VALUE BY INCOME APPROACH (If applicable) Economic Market Rent \$ /Mo. x Gross Rent Multiplier = \$ NA

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, or conditions listed below ☐ completion per plans and specifications

Comments and Conditions of Appraisal: All 3 homes are ranchers, similar in age to the subject property. After making appropriate market adjustments for age, land size and value, additional amenities; more weight was given to the adjusted value of comp. #2.

Final Reconciliation: The cost approach is \$152,000. The market approach is \$152,400; more weight is given to the market approach.

Construction Warranty ☐ Yes ☒ No Name of Warranty Program NA Warranty Coverage Expires

This appraisal is based upon the above requirements, the certification, contingent and listing conditions, and Market Value definition that are stated in

☒ FHLMC Form 439 (Rev. 10/78)/FNMA Form 1004B (Rev. 10/78) filed with client ☐ attached

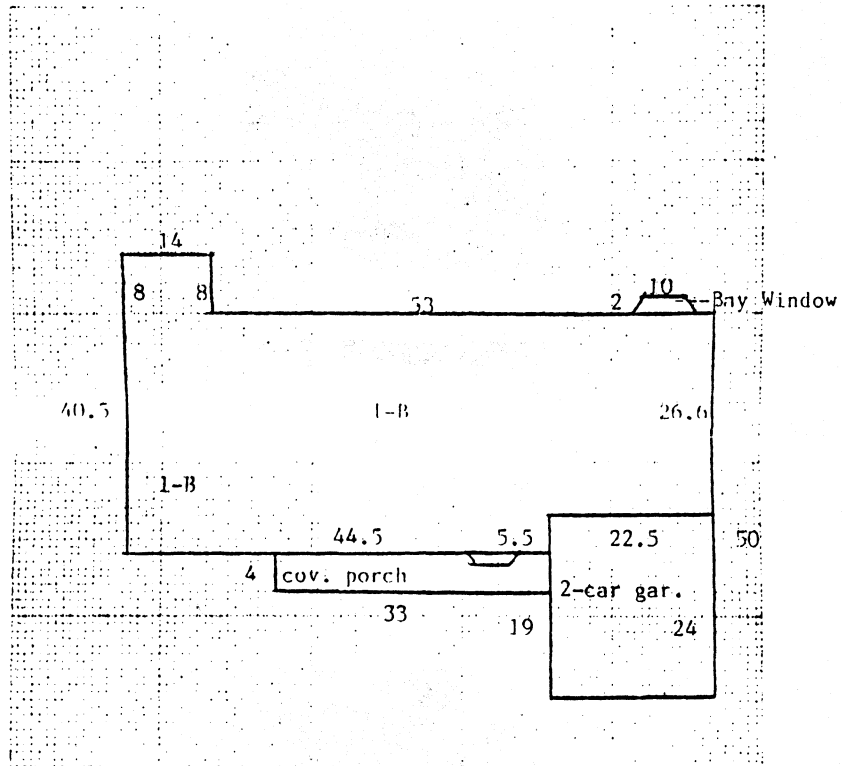
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 4/11/84 to be \$ 152,400

Appraiser(s)  Review Appraiser (If applicable)  Date Noted Property Inspected Property

SUBJECT PROPERTY

Name David Shamy
Address 2657 E. Willow Bend Drive (8860 So.)
Sandy, Utah 84070

EXTERIOR BUILDING SKETCH

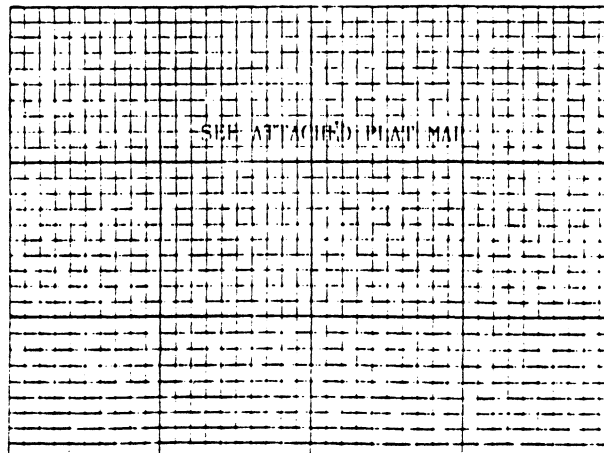


LOCATION MAP

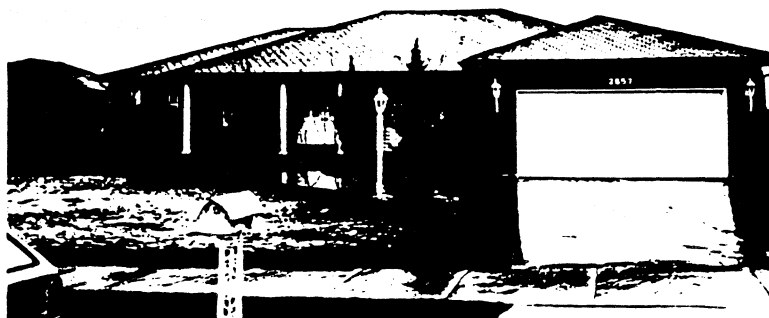
Nearest Intersection is 1/3 block to the southwest from the Subject

Distance to Major Traffic Arteries 3 1/2 miles to the northwest

Location of Favorable or Detrimental Cond. Willow Creek Country Club, 3 blks to the northeast



DAVID SHAMY
2657 E. Willow Bend Driv
Sandy, Utah 84070



FRONT SCEN



PEAR SCEN



STREET SC

WILLOW WOOD ESTATES NO 6

②
E. 105 00
A. 07.57.35
L. 23.03
T. 11.93
L. 1.29.01
L. 00.04.03.06



ADDITIONAL COPIES MAY BE OBTAINED FROM
Security Title Company
200 East Franklin Street
San Jose, Calif. 95131
(415) 281-1000

